



# city commission agenda

## Regular Meeting

January 26, 2015  
3:30 p.m.  
Commission Chambers

commissioners		mayor		commissioners				
seat 1	Steve Leary	seat 2	Sarah Sprinkel	Kenneth W. Bradley	seat 3	Carolyn Cooper	seat 4	Tom McMacken

## welcome

Welcome to the City of Winter Park City Commission meeting. The agenda for regularly scheduled Commission meetings is posted in City Hall the Tuesday before the meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or on the city's Web site at [www.cityofwinterpark.org](http://www.cityofwinterpark.org).

## meeting procedures

**Persons desiring to address the Commission MUST fill out and provide to the City Clerk a yellow "Request to Speak" form located by the door.** After being recognized by the Mayor, persons are asked to come forward and speak from the podium, state their name and address, and direct all remarks to the Commission as a body and not to individual members of the Commission, staff or audience.

**Citizen comments at 5 p.m. and each section of the agenda where public comment is allowed are limited to three (3) minutes. The yellow light indicator will remind you that you have one (1) minute left.** Large groups are asked to name a spokesperson. This period of time is for comments and not for questions directed to the Commission or staff for immediate answer. Questions directed to the City Commission will be referred to staff and should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent or slanderous remarks are not permitted. Thank you for participating in your city government.

## agenda

<b>1 Meeting Called to Order</b>	
<b>2 Invocation</b> Minister David Fitzgerald, First Christian Winter Park <b>Pledge of Allegiance</b>	
<b>3 Approval of Agenda</b>	
<b>4 Mayor's Report</b>	<b>*Projected Time</b> <b>*Subject to change</b>
<ul style="list-style-type: none"> <li>a. Business Recognition Award Recipient – Gary Lambert Salon</li> <li>b. Holiday Window Contest Winners: DESIGN EXCELLENCE: Breakaway Bicycles PEOPLE'S CHOICE: Taylor's Pharmacy</li> <li>c. Proclamation - In honor of Bach Festival Society's 80<sup>th</sup> Anniversary</li> <li>d. Presentation - Core Value Coin Recipients for July – December 2014</li> <li>e. Award of Accreditation - Fire Rescue for the Accreditation of Ambulances Services (CAAS)</li> <li>f. <a href="#">Proclamation – 2015 General Election</a></li> </ul>	40 minutes

- g. Presentation of Fire Chief’s Award of Merit for recognition of heroic efforts in saving a life at the Winter Park YMCA

<b>5</b>	<b>City Manager’s Report</b>	<b>*Projected Time</b> <b>*Subject to change</b>
	a. Performance Measurement Report	10 minutes
<b>6</b>	<b>City Attorney’s Report</b>	<b>*Projected Time</b> <b>*Subject to change</b>
<b>7</b>	<b>Non-Action Items</b>	<b>*Projected Time</b> <b>*Subject to change</b>
<b>8</b>	<b>Citizen Comments   5 p.m. or soon thereafter</b> <b>(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)</b> (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
<b>9</b>	<b>Consent Agenda</b>	<b>*Projected Time</b> <b>*Subject to change</b>
	<ul style="list-style-type: none"> <li>a. Approve the minutes of January 12, 2015.</li> <li>b. Approve the following contracts and formal solicitation:               <ol style="list-style-type: none"> <li>1. Renewal with Gerhartz and Associates, Inc. for RFQ-16-2012, Continuing Contract for GIS Services and authorize the Mayor to execute Amendment 2.</li> <li>2. Renewal with Helman Hurley Charvat Peacock, Inc. (HHCP) for RFQ-2-2012, Continuing Contracts for Professional, Architectural &amp; Engineering Services (Architectural Services) and authorize the Mayor to execute Amendment 3.</li> <li>3. Renewal with Associated Consulting International (ACi) for RFQ-2-2012, Continuing Contracts for Professional, Architectural &amp; Engineering Services (Architectural Services) and authorize the Mayor to execute Amendment 3.</li> <li>4. Piggybacking GSA Federal Supply Schedule Contract #GS-35F-0119P with Verizon Wireless and authorize the Mayor to execute the contract.</li> <li>5. Award to LaFleur Nurseries and Garden Center for RFQ-1-2015, Right-of-Way Tree Planting, and authorize the Mayor to execute contract and all subsequent purchases through this contract.</li> </ol> </li> </ul>	5 minutes
<b>10</b>	<b>Action Items Requiring Discussion</b>	<b>*Projected Time</b> <b>*Subject to change</b>
	<ul style="list-style-type: none"> <li>a. Review and approval of the Request for Proposals (RFP) to select a consultant to lead the city visioning process.</li> <li>b. Continue discussion of the potential acquisition of the USPS property</li> </ul>	20 minutes 20 minutes

11 Public Hearings	*Projected Time *Subject to change
<p>a. <u>Request of Mr. Joseph Passalacqua</u>:</p> <ul style="list-style-type: none"> <li>- Approval of a lot consolidation to combine the two properties at 1251 and 1252 Lakeview Drive as one property, thereby permitting 1251 Lakeview Drive to be used for the principal single family residence and to allow 1252 Lakeview Drive to be used for other accessory structures as permitted by code, subject to limitations as may be made as part of this request.</li> </ul> <p>b. <b>Ordinance</b> – Amending portions of Chapter 102, Utilities, Article IV, Sewers and Sewage Disposal, as well as creating the Grease Management Ordinance, Sections 102-115.01 through 102-115.14 (1)</p> <p>c. <b>Resolution</b> – Adopting the Title VI/Non-Discrimination Policy and Plan</p> <p>d. <b>Resolution</b> – Executing a Local Agency Program Agreement with the Florida Department of Transportation for the design of the St. Andrews Trail from Cady Way to Aloma Avenue</p> <p>e. <b>Resolution</b> – Executing a Local Agency Program Agreement with the Florida Department of Transportation for the construction of the Brookshire Elementary School sidewalks at multiple locations</p> <p>f. <b><u>THIS PUBLIC HEARING MUST BE HELD AFTER 5:00 P.M.</u></b>  <u>Request of the Avis Budget Group, Inc.:</u></p> <ul style="list-style-type: none"> <li>- <b>Ordinance</b> - Amending Chapter 58, Land Development Code, Article III, Zoning, Section 58-74 Commercial (C-1) District to provide for car rental agencies as a conditional use within that C-1 Commercial zoning district. (2)</li> <li>- Conditional use approval to locate a car rental agency at 501 N. Orlando Avenue, zoned C-1.</li> </ul>	<p>20 minutes</p> <p>10 minutes</p> <p>10 minutes</p> <p>10 minutes</p> <p>10 minutes</p> <p>10 minutes</p>
12 City Commission Reports	*Projected Time *Subject to change
<ul style="list-style-type: none"> <li>a. Commissioner Leary</li> <li>b. Commissioner Sprinkel</li> <li>c. Commissioner Cooper</li> <li>d. Commissioner McMacken</li> <li>e. Mayor Bradley</li> </ul>	<p>10 minutes each</p>

## appeals & assistance

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"If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F. S. 286.0105).

"Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-599-3277) at least 48 hours in advance of the meeting."



**PROCLAMATION OF ELECTION**

The City Commission of the City of Winter Park, Florida, hereby proclaims a General Election to be held on Tuesday, March 10, 2015, for the purpose of electing a City Commissioner for Seat 1 and a Mayor. Qualifying was held from noon, December 29, 2014 and ended at noon, January 6, 2015.

The polling places shall be open for voting from 7:00 a.m. on the day of said election until 7:00 p.m. on the same day:

- PRECINCT NO. 9102:** Winter Park Christian Church  
760 N. Lakemont Avenue, Winter Park
- PRECINCT NO. 9202:** St. Andrews Methodist Church  
100 St. Andrews Blvd., Winter Park
- PRECINCT NO. 9302:** Winter Park Presbyterian Church  
400 S. Lakemont Ave., Winter Park
- PRECINCT NO. 9402:** First Baptist Church  
1021 New York Ave., Winter Park
- PRECINCT NO. 9502:** Azalea Lane Recreation Center  
1045 Azalea Lane, Winter Park

**ALL POLLING PLACES ARE HANDICAPPED ACCESSIBLE.**

Mayor Kenneth W. Bradley

**ATTEST:** /s/City Clerk Cynthia S. Bonham

## **PROCLAMACIÓN DE ELECCIÓN**

La Junta de Comisionados de la Ciudad de Winter Park, Florida proclaman por este medio una Elección General que se llevará a cabo el Martes 10 de Marzo del 2015, con el propósito de elegir a un Alcalde y a un Comisionado para la Silla 1. Las calificaciones se llevaron a cabo a partir del mediodía del 1ro de Enero del 2014 y terminaran al mediodía del 6 de Enero del 2015.

Los centros electorales estarán abiertos de las 7 de la mañana hasta las 7 de la noche en los días de elecciones:

- PRECINTO NUMERO 9102:** Winter Park Christian Church  
760 N. Lakemont Avenue, Winter Park
- PRECINTO NUMERO 9202:** St. Andrews Methodist Church  
100 St. Andrews Blvd., Winter Park
- PRECINTO NUMERO 9302:** Winter Park Presbyterian Church  
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- PRECINTO NUMERO 9502:** Azalea Lane Recreation Center  
1045 Azalea Lane, Winter Park

**TODOS LOS CENTROS ELECTORALES TENDRAN ACCESO PARA LAS PERSONAS  
CON INPEDIMENTOS.**

Alcalde Kenneth W. Bradley

**DOY FÉ:** Cynthia S. Bonham, Secretario de la Ciudad



# city commission **city manager's report**

item type

City Manager's Report

meeting date

January 26, 2015

Below are issues of interest to the Commission and community that are currently being worked on by staff, but do not currently require action on the Commission agenda. These items are being tracked to provide the Commission and community the most up to date information regarding the status of the various issues. The City Manager will be happy to answer questions or provide additional updates at the meeting.

issue	update	date
Quiet Zones	State funds approved for grant disbursement. City submitted grant applications for City quiet zones on July 23, 2014.	Applications deadline to State was October 15, 2014. Grant recipients are expected to be announced in January 2015.
Fairbanks electric transmission and distribution undergrounding	Engineering cost estimates indicate that the project can be completed within FDOT's available funding. Contracts among Duke, the City, and FDOT are currently in negotiation.	City Commission action expected February/March 2015.
New Hope Baptist Church Project	Construction on the site includes concrete drives, parking area, stormwater retention area and addition of landscaping in place. Pastor John Phillips continues pursuing licensing for the day care and school through DCF and obtaining required certifications for staff.	Approved Conditional Use will expire in September 2015.
Railroad crossing update	FDOT maintains all street crossings. The City of Winter Park maintains a list of the crossings in need of repair.	The City of Winter Park sends monthly reminders to FDOT requesting the necessary repairs.
Future tree plantings update	50 trees scheduled for planting by February 1, 2015.	GIS tree vacancy map is on the website.
Dinner on the Avenue	Sold out in one hour on January 5, 2015.	April 11, 2015
MLK (Rollins) Restroom	Plans complete. Rollins will be contracting.	Completion will be Summer 2015.
Visioning	RFP with scope is on the January 26 Commission agenda	January 26
Professional contracts	Evaluation of current contracts and recommend changes	February 9 agenda

Once projects have been resolved, they will remain on the list for one additional meeting to share the resolution with the public and then be removed.

# 4<sup>th</sup> Quarter Performance Measurement Report FY 2014



Peter Moore  
Budget & Performance  
Measurement Manager  
City of Winter Park  
1/13/2015  
[pmoore@cityofwinterpark.org](mailto:pmoore@cityofwinterpark.org)

## Summary

Each fiscal quarter the City of Winter Park provides an update of its key performance metrics as a communication outreach to the City Commission and the public. The report is organized by the five core objectives outlined in the City Commission's Strategy Map:

### **Five Core Objectives**

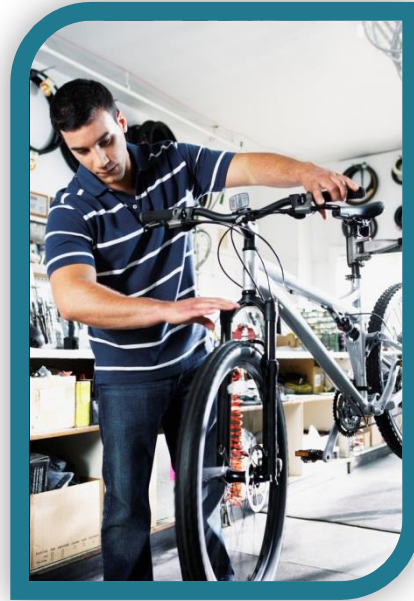
*Exceptional Quality of Life*

*Intelligent Growth & Development*

*Fiscal Stewardship*

*Public Health & Safety*

*Investment in Public Assets & Infrastructure*



### **“Tweaking”**

In the 3<sup>rd</sup> Quarter of FY14 (April – June) the city began collecting metrics across a number of categories as part of the performance measurement effort. Currently there are over 230 data points identified as either being useful for management and operations purposes or for communication to the public. In addition the quarterly reporting process will now include updates on tasks and goals identified by departments either through their strategic planning efforts or as part of the budget process starting with the Q1 2015 report. This tweaking to the format has been useful though it has slowed our effort to adopt a final format for each quarter and it is likely that there will be further changes as departments continue to refine their methodologies for collection. Of the 230 metrics collected, approximately 70 have been identified for regular reporting and are the focus of these quarterly reports.

### **“Keeping Score”**

The next steps for performance measurement will be to build on the continued effort to create meaningful goals with each department for their selected metrics and begin to work on finding comparable benchmarks for those items. As the city now has about 2 – 4 quarters of data for most metrics we are beginning to build our own database of internal information that is useful for benchmarking against oneself but will become more useful if also compared to other jurisdictions. This process will most likely take some time as finding stable benchmark methodologies will be difficult for items outside of those metrics that are very commonly used such as response times or basic outputs.



### “Showing Off”

Within the next two quarters the city hopes to launch an online selection of highlighted metrics that give a basic picture of overall performance in the Core Objective categories. This will allow anyone to access basic data in an easy to use graphical format and learn about how each measure is calculated, why it’s important, and how the city can influence its performance. Staff hopes to *show off* a draft version of this effort by Summer 2015.

### “It Doesn’t Add Up”

As mentioned in the previous report, not everything can be quantified. Some aspects of city operations such as response times, call volumes, and building permits easily lend themselves to collection and analysis. It is harder to develop meaningful indicators for aspects of operations such as service and administrative functions. Those none quantifiable items will start appearing as project updates with these regular reports starting with the Q1 2015 report.





## Format

The report takes each major objective and provides the strategy subsets and measures tied to each. At this stage not every strategy has a quantitative measure associated with it and in some cases those strategies may not be conducive to a specific metric but rather an accomplished goal or activity. Each Core Objective may have data in quarterly and annual formats. Quarterly data, where available, has been provided starting in Q1 2014 (Oct – Dec 2013) through the end of the fiscal year for the city on Sept. 30<sup>th</sup>, and annual data is provided for both the end of FY 13 and FY14. Any blank area, either for a goal or quarterly data entry, is an item for which no data has been collected or a goal that has not been determined at this time. The highlights section discusses any items of interest related to the reported metrics and then focuses on a selected accomplishment or metric of interest.



## Exceptional Quality of Life

Winter Park offers its residents, businesses, and guests an exceptional quality of life at one of the lowest property tax rates in the region. Strategies for reaching this objective include:

### *Vibrant Arts & Culture*

### *Lifelong Learning Opportunities*

### *Maintaining an Attractive & Robust Tree Canopy*

### *Provide Ample Parks & Recreation Experiences*

### *Expand Awareness of History & Heritage*

### *Promote Community Engagement*



Strategy	Description	Goal	Q1 2014	Q2 2014	Q3 2014	Q4 2014
Community Engagement	Website Sessions	-	162,270	169,236	163,347	159,041
	Fans of Social Media - Facebook	+10% Annual	3,025	3,215	3,531	4,150
	Fans of Social Media - Twitter	+10% Annual	3,107	3,210	3,452	3,900
Tree Canopy	# Trees Removed (Hazard Mitigation)	-	142	197	186	204
	# Trees Pruned (Hazard Mitigation)	-	215	38	141	98
	# Trees Planted	-	78	60	93	119
	# Trees Trimmed Utility Vegetation Mgmt	-	601	596	541	871
	# Trees Trimmed Routine Maintenance	-	498	419	478	1,268
Parks & Rec	Cemetery Open/Close	-	29	24	26	18
	# of Event Rentals (Civic Ctr, Fmrs Mkt, Country Cb, Lk Isl Hall)	250	250	203	252	208
	# of Community Center Visitors	40,000	39,930	39,318	54,087	66,958
	# of Community Center Rentals	300	339	281	500	382
	# of Special Events Managed	-	32	23	18	22
	# Golfers	8,250	8,068	9,003	9,515	7,037

Strategy	Description	Goal	FY13 Year End	FY14 Year End
Parks & Rec	Park Acreage actively maintained	-	298.05	335.55
	Park Acreage per 1,000 people	>10	11.19	11.14



## Highlights

Community Engagement has maintained consistency throughout 2014 while seeing increases in social media following. Both Twitter and Facebook followings have increased well in excess of the 10% annual increase goal. Website sessions tend to be seasonal with the more active winter and spring quarters indicating higher traffic.

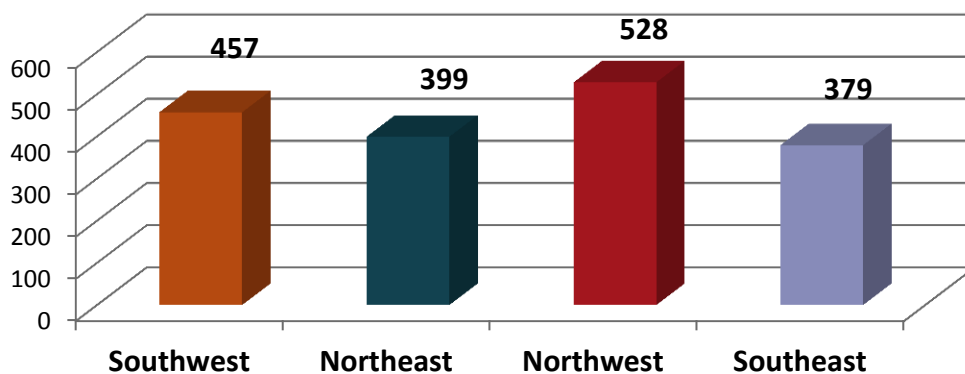
The last quarter of 2014 was very busy for Urban Forestry with trimmings, both for hazard mitigation and vegetation management, jumping significantly. The city is currently in the hazard mitigation phase of the urban forestry master plan with most Priority 1 removals and prunes expected to be completed by the end of FY15. Forestry also received a \$20k grant to continue with the inventory work. The adopted FY15 budget includes expanded funding to plant new trees and future quarterly reporting should reflect this change.

Parks facilities have continued to see strong use with Community Center revenues reaching a new high this year. Visitor growth was also very strong in the last quarter due to summer activities at the center. Expected seasonality affected the number of golfers playing the course due to the heat of summer months. Use of cemetery services has been consistently high for 2014 with lot sales exceeding initial estimates by 100% or \$229k. Use of other rental facilities has remained consistent and further monitoring will better enable analysis of the effect of seasonality on sales. Among other projects the Farmers' Market added organic and locally grown produce, a shade pavilion was added to Shady Park, and KaBOOM! Named Winter Park a Playful City USA for the 5<sup>th</sup> year.

## Highlighted Metric – Hazardous Tree Removal & New Plantings

The City of Winter Park has been engaged in an aggressive attempt to improve personal safety and the overall health of the tree canopy through the efforts of the adopted Urban Forestry Master Plan. By the end of FY 15 it is anticipated that a majority of the most hazardous trees (Priority 1) will be removed and bring the city closer to a routine maintenance schedule. Right-of-way tree plantings have been improving throughout FY 14. This will continue to improve as the extra funding in the budget for tree planting takes effect in FY 15. Below is a graph showing each quadrant and the available vacant ROW spaces to be planted. Currently 6.5% of the available ROW tree locations are vacant.

### Vacant ROW Tree Locations by City Quadrant



## Intelligent Growth & Development

Winter Park seeks to be a city that takes advantage of economic opportunity while still maintaining its village character and charm. Initial strategies for reaching this objective include:

***Promote Redevelopment through Streamlined Permitting & Approval Process***

***Diversify the Tax Base***

***Implement the Adopted Economic Development Plan***

***Mitigate Parking & Traffic Concerns***

***Promote Sustainability & Environment***



Strategy	Description	Goal	Q1 2014	Q2 2014	Q3 2014	Q4 2014
Econ Dev.	Retail Vacancy Rate	< regional	4.4%	4.9%	4.1%	6.9%
	Regional Retail Vacancy Rate	-	-	7.5%	7.4%	7.6%
	Office Vacancy Rate	< regional	6.5%	6.6%	7.0%	8.0%
	Regional Office Vacancy Rate	-	-	12.1%	12.3%	12.2%
Streamlined Permitting	% Commercial Reviews completed in 21 days	100%	-	69%	38%	65%
	% Residential Reviews completed in 21 days	100%	-	70%	69%	60%
	New Commercial Permits Issued	-	-	20	26	23
	New Residential Permits Issued	-	-	24	35	23
	% inspections completed next business day	100%	-	100%	100%	98%
Tax Base	New Commercial Permit Dollar Value	-	-	\$1,533,746	\$6,572,235	\$3,366,400
	New Commercial Permit Square Footage	-	-	95,684	134,291	51,829
	New Residential Permit Dollar Value	-	-	\$10,066,670	\$18,445,422	\$13,039,069
	New Residential Permit Square Footage	-	-	95,684	169,942	126,082



## Highlights

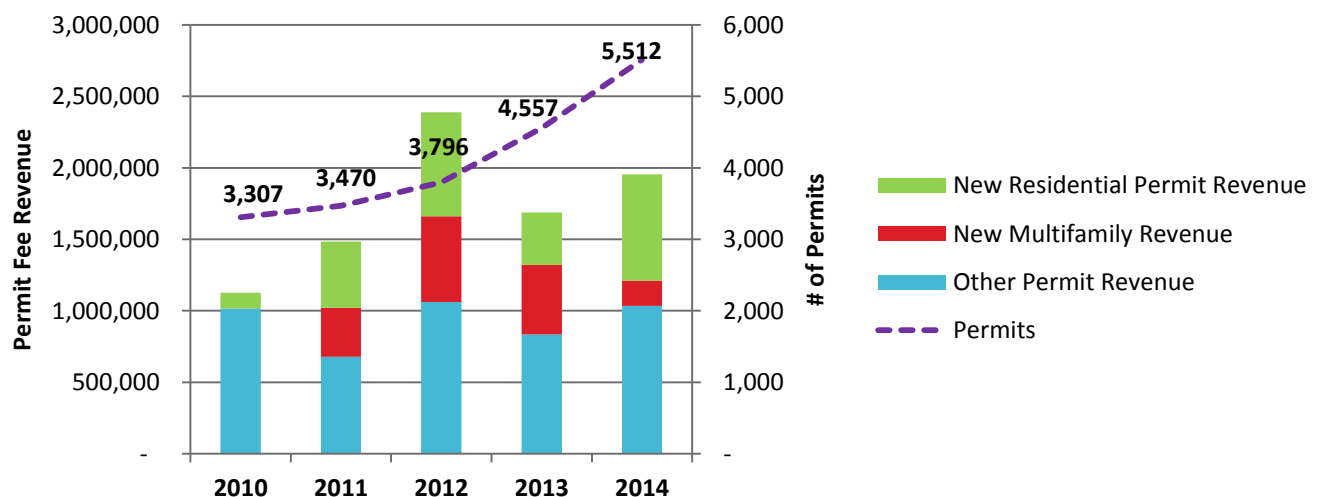
The Building Department has made a number of improvements this year including allowing for electronic payments at the permitting counter as well as taking permits online which has helped the department deal with record demand. Permit dollar volume has remained consistently high for the year and is slowing processing times for the routing and review of projects. Each department typically has to approve a project for the factors it oversees and high permitting activity has seen a review performance below the goal. As part of the budget process a workload assessment will be made to see if any action should be taken to address demand. The cyclical nature of the real estate market makes it difficult to adjust staffing to demand spikes. It is clear that expanded demand does weigh on city resources with residential and commercial review times below the target though commercial review times did improve from the previous quarter.

Winter Park saw an unusual spike in retail vacancy that was not experienced by other jurisdictions. This could mean that a significant tenant left or it could be a data reporting glitch as data gathered by the real estate firm CoStar is self-reported and can vary due to response rate. The next quarter's results should indicate whether this is a trend or a data sampling error. Office vacancy has been slowly climbing though Winter Park still leads the region and both retail and office vacancies are well below the regional average.

## Highlighted Metric – New Commercial & Residential Construction

The recent real estate boom has directly impacted the quantity of permits and the fee revenue generated from new construction. Overall the number of permits processed has almost doubled from 3,307 in 2010 to over 5,500 in 2014. New residential building construction has been the highest contributor to fee revenue with 38% of the total fees generated in 2014. New commercial multifamily construction has also contributed greatly to gains though it has tapered off in the last year from a high of almost 29% of fees in 2013 to only 9% in 2014.

### Building Permit History Calendar Years 2010 - 2014



## Fiscal Stewardship

Winter Park takes pride in being a dutiful steward of public resources. Despite one on of the greatest recessions in recent history the city has maintained the same millage rate for seven years while providing an exceptional level of service. Initial strategies for reaching this objective include:



### *Forward Thinking Fiscal Management*

### *Efficient & Effective City Services*

### *Exceptional Workforce*

### *Leverage Multi-Jurisdictional & Internal Relationships*

Strategy	Description	Goal	Q1 2014	Q2 2014	Q3 2014	Q4 2014
Efficient & Effective City Services	% Public records requests completed within 3 days	90%	-	-	80.0%	92.8%
	Utility Billing Volume of calls	-	22,454	21,643	19,983	*
	Utility Billing Avg. Customer call wait time (minutes)	< 5	3.86	4.97	3.21	*
	Fleet availability	>95%	97.95%	98.06%	97.85%	98.27%
Fiscal Mgmt.	% Annualized Blended Rate of Return on Investments	-	-	1.36%	1.38%	1.36%
	Electric rates vs. Duke Power	<105%	101.10%	99.40%	95.90%	92.80%

Strategy	Description	Goal	FY13 Year End	FY14 Year End
Forward Thinking Fiscal Management	Gen. Fund revenue forecast accuracy (Top 20)	99 -101%	102.30%	103.5%
	GF expenditure forecast actual vs. budget	< 100%	98.78%	98.76%
	Budget GFOA Award received	Yes	Yes	Yes
	CAFR GFOA Award received	Yes	Yes	Yes
	Unencumbered GF reserves	\$14 mil	11,432,259	12,200,000
	City Debt Service Rating	>= AA-	Aa1	Aa1
	Electric Debt Coverage Ratio	> 1.25	2.54	2.62
	Electric Days Working Capital Available	> 45 days	75.36	71.64
	Water Utility Days Working Capital Available	> 45 days	171.06	171.9
	Water Utility Debt Coverage Ratio	> 1.25	1.72	1.91
Efficient & Effective City Services	CRA TIF/Debt Ratio	> 1.5	1.42	1.43
	Workers Comp Experience Mod #	0.8	0.83	0.83
	% collection loss (bad debt)	<0.5%	0.24%	0.15%
	Per Capita Cost of Parks and Rec. per Day	\$ 0.58	\$ 0.60	\$ 0.54
	Parks Operations Cost Recovery %	25%	31%	35%
Maintenance Cost Per Acre	\$ 8,500	\$ 8,711	\$ 8,276	

\*Data temporarily unavailable due to new software implementation.



## Highlights

Overall FY 2014 was an excellent year from a revenue and expenditure standpoint. Weakness in communications services taxes were offset by record strength in sales tax returns and building and permitting activity. Spending remained within or below budget for the city with unencumbered reserves almost at the target of 30% of annual operating cost with approximately \$12.2 million in fund balance.

The Water and Electric Utilities are also in good health with days of working capital percentages well in excess of the city's target goal of 45 days. Additionally debt service coverage ratios have begun to improve across the board. SAIDI readings, a measure of electric service stability, are still below the target but have been declining. The Electric Utility has also been able to offer its residents a superior rate compared against Duke Electric with customers paying about 7% less for their power needs at the close of FY 14.

The Community Redevelopment Agency (CRA) saw a disproportionate drop in Tax Increment Financing Revenue (TIF) during the real estate collapse but is now starting to see significant growth most notably in upcoming FY 15 figures. In order to maintain the ability to issue any debt the CRA must have a TIF/debt coverage ratio of greater than 1.5. Currently the ratio is just under that amount and increasing modestly but in FY 15 the ratio should exceed 1.6.

The Parks Department had a record cost recovery year with major facility operations with fees and revenues covering 35% of operating costs. This was primarily achieved by significant sales in the cemetery division (+200k above estimate) and the community center (+78K).

The Human Resources division has implemented TrakStar, a new online employee appraisal system that allows both employees and managers to enter in achievements and comments and update progress in real time. Tied to the city's new core values implemented this past fiscal year, the employee's job description and new performance measurement scoring system, it automatically assigns achievement points based on compliance with values and accomplishment of goals. Going forward TrakStar will enable the city to more easily analyze data related to job performance, adherence to core values, and average merit award wage increases.

The Purchasing Division received the 2014 Achievement of Excellence in Procurement Award and the Finance Department and Budget Division both received the GFOA (Government Finance Officers Association) awards for distinguished Comprehensive Annual Report and Budget.

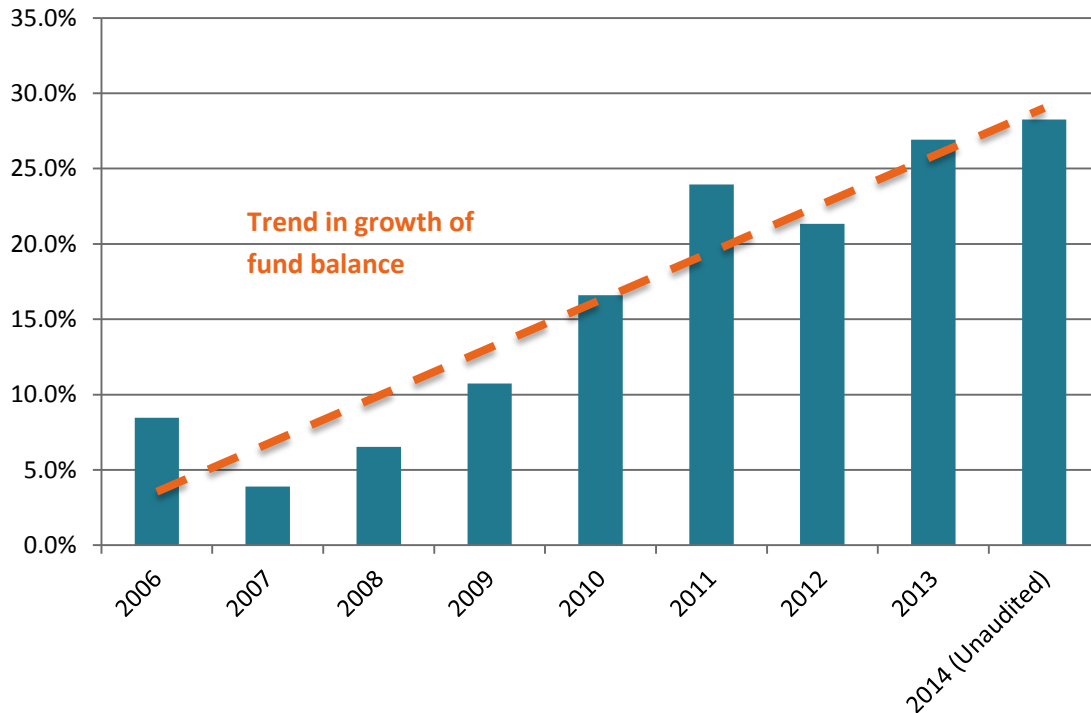
Additionally the city Finance Department secured fixed rate financing on a large portion of the Electric Utility's outstanding variable rate debt. These long term fixed rates will provide protection against future interest rate risk.



## Highlighted Metric – Unencumbered General Fund Reserves

The city adopted a policy to have 30% of the general fund's annual operating cost in cash available for use as a precautionary need for items such as major project opportunities or emergencies such as severe weather events. In 2007 this amount of funding available was significantly low at less than 5% however the city has managed, over the course of one of the worst recessions in history and without raising the tax rate, to bring this balance almost up to the target goal of about \$14 million. Due to the final receipt of FEMA disaster reimbursement funds originally spent in 2004 and the improvement in the economy and the city's revenue streams the unreserved balance at the end of FY 14 is approximately \$12.2 million. The next fiscal year will most likely bring a net reduction to unreserved fund balance as the FY 15 budget calls for utilizing the balance for two major projects: the replacement of the city's enterprise fund and the possible completion of the railroad quiet zones project. However as general fund expenditure growth is kept conservative and as revenue streams continue to improve, it seems likely the city will reach its target in the next few years. Below is a graph outlining the unencumbered fund balance for the last nine years.

### Unassigned General Fund Balance as a Percentage of Actual Expenditures



## Public Health & Safety

Winter Park strives to maintain a leading level of service to ensure that the city is a safe and healthy community. Strategies for reaching this objective include:

***Emergency Medical Response***

***Provide Exceptional Fire Service***

***Promote Safety through Code Compliance***

***Provide Exceptional Police Service***

***Leverage Healthy Partnerships***



Strategy	Description	Goal	Q1 2014	Q2 2014	Q3 2014	Q4 2014
<b>Police Services</b>	911 Calls Answered within 10 Seconds	> 95%	97%	98%	97%	98%
	Police Priority #1 - Emergency Calls for Service	-	70	69	93	63
	Police Priority #1 Response Times	< 3 min	1m:52s	2m:18s	2m:41s	2m:33s
<b>Fire Services</b>	Total response time at the 90th percentile (Fire)	12:20	8:09	7:37	7:35	7:37
<b>Medical Response</b>	Total response time at the 90th percentile (EMS)	12:00	7:24	7:14	7:05	7:12
	EMS Cardiac Patients Resuscitation Rate	30%	20%	50%	40%	33%
<b>Code Compliance</b>	% of Code Compliance cases resolved in 30 days	70.00%	41.00%	51.00%	44.00%	51.50%

Strategy	Description	Goal	FY13 Year End	FY14 Year End
<b>Police Services</b>	% Change in Local Crime Rate vs. County	< 0%	-8.20%	Update Mar '15



## Highlights

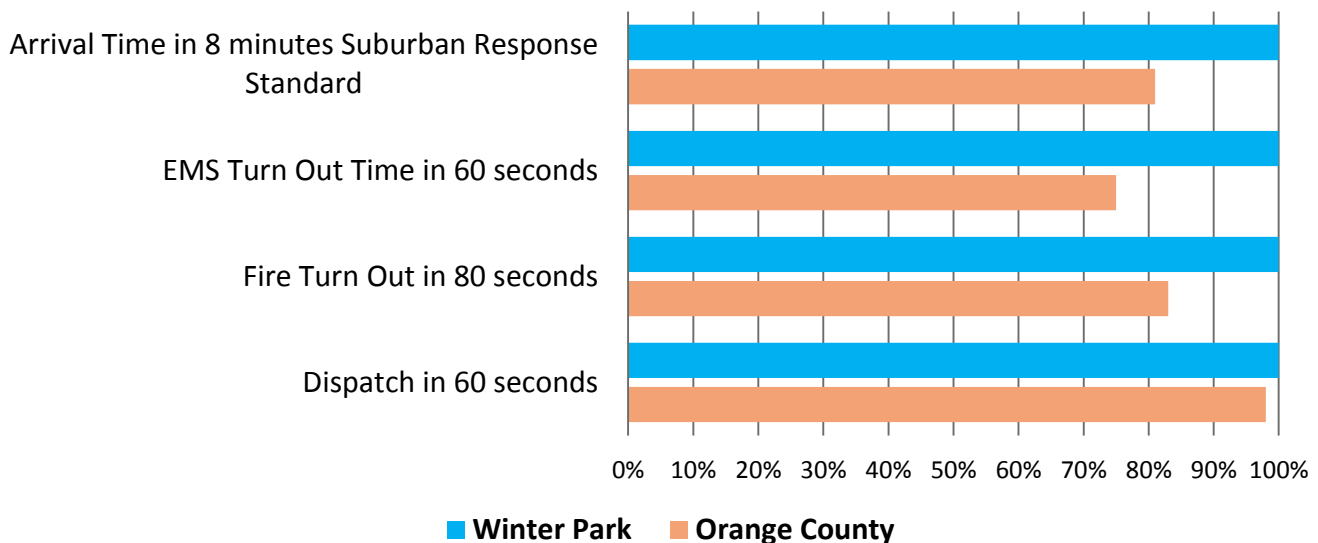
The Police Department showed improvement in response times to emergency calls for service reversing an upward trend that has been hurt by an unusually high level of turnover. High turnover is expected to be a continual problem throughout FY 15 as many senior officers are retiring over the next couple years. When turnover occurs it takes time to hire and train new officers before they can effectively be put on the streets. Emergency 911 calls answer rate was maintained at a high level with 98% of all calls answered within 10 seconds. As a comparison Orange County answered 91% of calls for the fourth quarter. An update to the relative change in the crime rate compared to Orange County will not be available until the Florida Department of Law Enforcement publishes their new figures in March. Lastly the Police Department finished 3<sup>rd</sup> in the Florida Enforcement Challenge and won \$20k to purchase additional traffic safety equipment.

The Fire Department kept response times at a high level of performance. Cardiac resuscitation rates did decline but as there are very few occurrences just one adverse outcome can greatly influence the statistic. Code Enforcement case resolution did improve compared to the prior quarter and is up overall for the year.

## Highlighted Metric – Fire Emergency Response

Winter Park is fortunate to have excellent Public Health and Safety. For the fiscal year 2014 the city's Fire Department managed the following statistics 90% of the time: dispatch in 54 seconds, turn out for Fire events in 1:11 minutes, turn out for EMS events in 58 seconds, and a total arrival time<sup>1</sup> of 7:15 minutes. Below is a comparison to Orange County statistics for FY14.

### Fire Department Response Time Comparison for FY 2013 - 2014



<sup>1</sup>Total Arrival time is the total response time from receipt of call, dispatch, turn out, and travel to the destination.

## Investment in Public Assets & Infrastructure

Winter Park knows that one of its core responsibilities is to protect and enhance each citizen's investment in public assets to provide an exceptional level of service. Initial strategies for reaching this objective include:

***Enhance the Electric System Integrity***

***Quality Water Utility Service***

***Stormwater Quality & Clarity***

***Provide Attractive & Enhanced Gateway Corridors***

***Enhance Transportation Networks***

***Coordinated Land Asset Management***



Strategy	Description	Goal	Q1 2014	Q2 2014	Q3 2014	Q4 2014
Water Svcs.	Wastewater Collection Sewer overflows (1,000/gal)	0	0	3.6	0	0.1
	Utility Maintenance Sewer overflows (1,000/gal)	0	0.9	0	4.9	0
Stormwater	Avg. Lake Clarity Chain of Lakes (ft. depth)	> 6.5	6.2	7.7	7.8	6.6
Enhance Transportation	SunRail Ridership (daily avg.)	-	-	-	846.8	606.8

Strategy	Description	Goal	FY13 Year End	FY14 Year End
Water Svcs.	Distribution System Unaccounted for Water	< 5%	4.29%	3.11%
	Conformance to Drinking water Guidelines (State & Fed)	100%	100%	100%
Electric Integrity	SAIDI Minutes (12 month rolling avg.)	< 60	72.7	65.3
	MAIFI Minutes (12 month rolling avg.)	< 3	1.02	0.11
	Undergrounded Miles completed	5	4.86	4.96
Corridors	Avg. Paser Road Index (% of roads at PASER 5 or above)	> 85%	89%	Update Feb '15

## Highlights

The Water Utility saw strong improvement in their metrics with sewer overflow figures at or very close to the target. Unaccounted for water, one of the best measures of the quality of the system, improved compared against the prior year to 3.11%. In addition the Utility received the Department of Environmental Protection award for Plant Excellence at the Swoope facility.

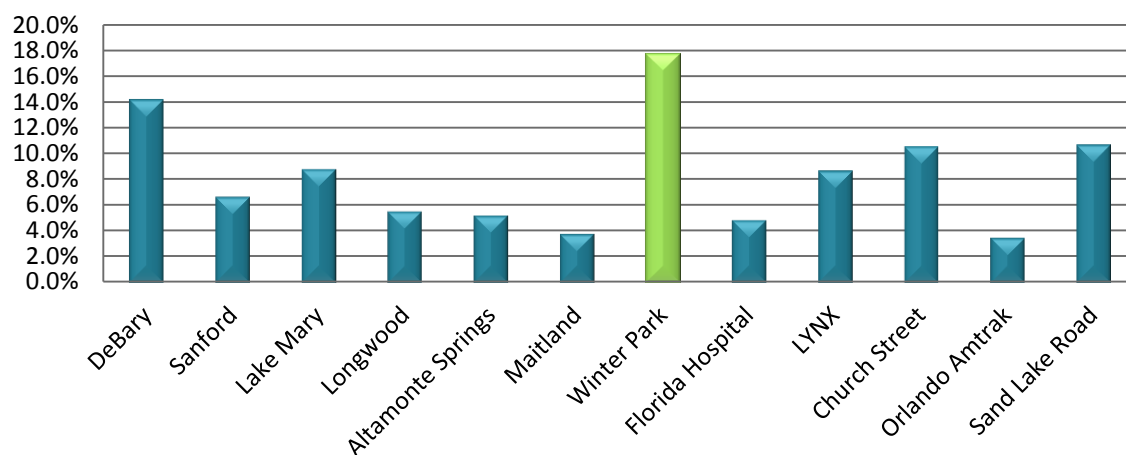
The Electric Utility relocated their offices from unincorporated Orange County to the city's Howell Branch facility. They have been diligently working through the details with the Florida Department of Transportation and Duke Power to begin the undergrounding of the main overhead wire running along W. Fairbanks. This significant project is being funded by a grant from the FDOT and will most likely cause a delay in the city's regular undergrounding schedule. For the fiscal year the Utility did achieve their goal of undergrounding miles of lines and continues to work on improving the SAIDI score which is a measure of electric service reliability.

Lake Clarity has fluctuated throughout the year and as more data is gathered better estimates about the effect of seasonality will be able to be incorporated into these reports. The update to the road conditions in Winter Park will be completed next month and added to the following quarter's report. In addition the Department of Public Works is looking at creating a rating methodology to assess the condition of the numerous bricked streets throughout the city.

## Highlighted Metric – SunRail Ridership

The region's commuter rail service, SunRail, began service in 2014. The data shows that Winter Park has been the most popular location overall but this was driven by heavy early demand when school was not in session with an average of 900 riders a day in July versus 300 in September. What is interesting is that Winter Park seems to be the destination of choice when riders are using the train during non-commuter times. During the summer or promotional periods Winter Park captured a disproportionate number of riders (20%+) compared to months where commuting was the main function (10%). Overall Winter Park has averaged 18% of total ridership.

### Percent of Overall Daily Ridership for SunRail Operations June - Sept 2014





**REGULAR MEETING OF THE CITY COMMISSION**  
**January 12, 2015**

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:33 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. There was a moment of silence for those impacted by the recent tragedies in New York City and Paris. The invocation was provided by Electric Director Jerry Warren, followed by the Pledge of Allegiance.

Members present:

Mayor Kenneth Bradley  
Vice Mayor Steven Leary  
Commissioner Sarah Sprinkel  
Commissioner Tom McMacken

Also present:

City Manager Randy Knight  
City Attorney Larry Brown  
City Clerk Cynthia Bonham

Members Absent:

Commissioner Carolyn Cooper

Approval of the agenda

**Motion made by Commissioner McMacken to approve the agenda; seconded by Commissioner Sprinkel and approved by acclamation with a 4-0 vote.**

**Mayor's Report**

a. Board appointments:

Re-appointments to the Civil Service Board

**Motion made by Mayor Bradley to re-appoint Tod Meadors (Fire Department) and Ed Santos (Police Department) for another one year period (expiration 2016) as elected by their departments; seconded by Commissioner Sprinkel and carried unanimously with a 4-0 vote.**

Housing Authority Board (two members):

**Motion made by Mayor Bradley to appoint Kevin ORawe (term of 2013-2016 to fill the remaining term of Michael Miller); and Shanna Windle (term of 2012-2015 to fill the remaining term of Ann MacDiarmid) to the Housing Authority Board; seconded by Commissioner Sprinkel and carried unanimously with a 4-0 vote.**

Miscellaneous:

Mayor Bradley congratulated the Winter Park Fire Department for receiving "accredited" status with the Commission on Accreditation of Ambulance Services.

### **City Manager's Report**

City Manager Knight addressed the questions related to the maintenance of the railroad crossings and trash pickup on the Avenue. He advised that the environmental report for the 2600 Lee Road property was received today and we are currently obtaining an updated survey which is due by January 22. City Manager Knight noted that the City closed on the property located at 2908 Temple Trail during the past week.

#### **Discussion regarding USPS property**

City Manager Knight explained the background of one of the long range goals of the Commission to acquire the USPS property on New York Avenue. This included a meeting arranged by Congressman Mica several months ago with the Mayor, City Manager and the Vice President of Facilities for the USPS to discuss what it would take to acquire the property. Since that time staff has been exploring options that would meet the requirements set by the USPS to acquire the property. He explained that before staff spends a lot more time on the project we want to make sure that the parameters of the deal are in the range that the Commission is willing to move forward.

In general, the USPS requirements are as follows: The City would need to replace the carrier site or consolidate it with either the Metric Drive carrier site or the Orlando Fashion Square Mall carrier site; that the retail space remain in the downtown core of Winter Park; that the market value of the property the USPS would be receiving must equal or exceed the market value of the New York property they would be giving up. If it is not at least equal, the City would need to make up the difference in cash. Staff has located a property near the Fashion Square Mall that would accommodate the consolidation of the Winter Park and Fashion Square Mall carrier sites. The USPS has accepted this as a viable location.

City Manager Knight answered questions related to the proposed total cost for the replacement facilities and asked for direction. A majority agreed to place this item on the next agenda for discussion and action.

### **City Attorney's Report**

Attorney Brown provided a brief summary regarding the due diligence process for the acquisition of the 2600 Lee Road property. He noted that the tenant and Clear Channel both waived their first rights of refusal and once the updated survey is provided we will be able to close on the property. He addressed questions related to the billboard lease and noted that it is valid through the year 2020.

**Non-Action Item** - No items.

### **Consent Agenda**

- a. Approve the minutes of December 8, 2014.
- b. Approve the execution of the following two agency grant agreements for improvements to the Mead Grove Wetlands: **PULLED FOR DISCUSSION. SEE BELOW.**
  - Florida Department of Environmental Protection funding agreement; \$400,000.
  - Florida Fish & Wildlife Conservation funding agreement; \$50,000.
- c. Approve purchase order (PR156681) to Lou Bachrodt Freightliner for a 2015 Freightliner 18 Yard Dump Truck; \$100,606.
- d. Approve the revision to the City of Winter Park Billing Adjustments Tariff Sheet 3.100 as relates to the calculation of the Fuel Adjustment Factor (electric). **PULLED FOR DISCUSSION. SEE BELOW.**

**Motion made by Mayor Bradley to approve Consent Agenda items 'a' and 'c'; seconded by Commissioner McMacken.** No public comments were made. **The motion carried unanimously with a 4-0 vote.**

Consent Agenda item 'b' - Approve the execution of the following two agency grant agreements for improvements to the Mead Grove Wetlands: -Florida Department of Environmental Protection funding agreement; \$400,000 and -Florida Fish & Wildlife Conservation funding agreement; \$50,000.

Public Works Director Troy Attaway answered questions. No public comments were made. **Motion made by Commissioner McMacken to approve Consent Agenda item 'b'; seconded by Commissioner Sprinkel and carried unanimously with a 4-0 vote.**

Consent Agenda item 'd' - Approve the revision to the City of Winter Park Billing Adjustments Tariff Sheet 3.100 as relates to the calculation of the Fuel Adjustment Factor (electric).

Upon questioning by Mayor Bradley, Electric Director Jerry Warren answered questions to clarify this item. No public comments were made. **Motion made by Mayor Bradley to approve Consent Agenda item 'd'; seconded by Commissioner Sprinkel and carried unanimously with a 4-0 vote.**

**Action Items Requiring Discussion** - No items.

A recess was taken from 4:20 p.m. to 4:58 p.m.

Public comments (General 5:00 p.m.) - No public comments were made for items not on the agenda.

### **Public Hearings:**

a. Request of the Avis Budget Group, Inc.: (Must be held after 5:00 p.m.)

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT REGULATIONS", ARTICLE III, "ZONING" SECTION 58-74 COMMERCIAL (C-1) DISTRICT SO AS TO ADD CAR RENTAL AGENCIES TO THE LIST OF PERMITTED USES, PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND EFFECTIVE DATE. First Reading **(See below – this ordinance did not move forward to second reading)**

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT REGULATIONS", ARTICLE III, "ZONING" SECTION 58-74 COMMERCIAL (C-1) DISTRICT SO AS TO ADD CAR RENTAL AGENCIES TO THE LIST OF CONDITIONAL USES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND EFFECTIVE DATE. First Reading

Attorney Brown read both ordinances by title. Planning Manager Jeff Briggs explained the request and noted that the Planning and Zoning Board voted in favor of the conditional use ordinance. It was clarified that only one ordinance will be adopted.

**Motion made by Mayor Bradley to accept the conditional use ordinance (second one listed above) on first reading; seconded by Commissioner Sprinkel.**

Paul Chipok, Gray Robinson Law Firm, representing the applicant, was available for questions. No other public comments were made.

**Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel and McMacken voted yes. The motion carried unanimously with a 4-0 vote.**

b. Request of Sentio Investments LLC

The applicant requested to table this item to the February 23 Commission meeting.

### **City Commission Reports:**

a. Commissioner Leary

Commissioner Leary spoke about the success and fun Battle of the Bands event.

b. Commissioner Sprinkel

Commissioner Sprinkel asked if the Economic Development Report will be forthcoming to the Commission. CRA/Planning Director Dori Stone provided a brief update and responded to questions.

Commissioner Sprinkel asked about the mechanisms involved with obtaining traffic calming devices in local neighborhoods. City Manager Knight summarized the overall process.

c. Commissioner Cooper – Absent from meeting.

d. Commissioner McMacken

Commissioner McMacken thanked the kind citizens for returning his lost checkbook.

e. Mayor Bradley

Mayor Bradley announced that this Friday is the State of the City luncheon. He spoke about how SunRail ridership has impacted our community.

He noted that the Municipal Advisory Committee (a subcommittee of the MetroPlan Board) has been actively seeking Winter Park to be a voting member which was approved in December. There is funding associated with having a member, etc. and an interlocal agreement will be forthcoming.

The meeting adjourned at 5:20 p.m.

ATTEST:

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Mayor Kenneth W. Bradley

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City Clerk Cynthia S. Bonham, MMC



# city commission agenda item

item type	Consent Agenda	meeting date	January 26, 2015
prepared by department division	Purchasing Division	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		final vote

## Contracts

	vendor	item   background	fiscal impact	motion   recommendation
1.	Gerhartz and Associates, Inc.	Amendment 2 for RFQ-16-2012 – Continuing Contract for GIS Services	Total expenditure included in approved FY15 budget.	Commission approve contract renewal with Gerhartz and Associates, Inc. and authorize the Mayor to execute Amendment 2.
The City utilized a formal solicitation process to award this contract. The contract term was for a period of one (1) year, with the option to renew upon mutual agreement, not to exceed five (5) years in total.				
2.	Helman Hurley Charvat Peacock, Inc. (HHCP)	Amendment 3 for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Architectural Services)	Total expenditure included in approved FY15 budget.	Commission approve contract renewal with Helman Hurley Charvat Peacock, Inc. (HHCP) and authorize the Mayor to execute Amendment 3.
The City utilized a formal solicitation process to award this contract. The contract term was for a period of one (1) year with a total of four (4) one year renewal options, not to exceed five (5) years in total.				
3.	Associated Consulting International (ACi)	Amendment 3 for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Architectural Services)	Total expenditure included in approved FY15 budget.	Commission approve contract renewal with Associated Consulting International (ACi) and authorize the Mayor to execute Amendment 3.
The City utilized a formal solicitation process to award this contract. The contract term was for a period of one (1) year with a total of four (4) one year renewal options, not to exceed five (5) years in total.				
4.	Verizon Wireless	GSA Federal Supply Schedule Contract #GS-35F-0119P Supply Schedule Purchase Order	Total expenditure included in approved FY15 budget.	Commission approve piggybacking GSA Federal Supply Schedule Contract #GS-35F-0119P and authorize the Mayor to execute contract.
This purchase will be made utilizing GSA piggyback contract.				



## Formal Solicitation

	<b>vendor</b>	<b>item   background</b>	<b>fiscal impact</b>	<b>motion   recommendation</b>
5.	LaFleur Nurseries and Garden Center	RFQ-1-2015 – Right of Way Tree Planting	Total expenditure included in approved FY15 budget.	Commission approve award to LaFleur Nurseries and Garden Center for Right of Way Tree Planting, authorize the Mayor to execute contract and all subsequent purchases through this contract.
The City utilized a formal solicitation to award this contract. This is the second lowest contractor. An additional vendor is recommended for award to ensure availability of trees.				



# city commission agenda item

Item type	Action Item Requiring Discussion	meeting date	January 26, 2015	
prepared by	Dori Stone	approved by	<input checked="" type="checkbox"/> City Manager	
department	Planning & Community Develop.		<input type="checkbox"/> City Attorney	
division			<input type="checkbox"/> N A	
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> N A
				final vote
strategic objective	<input type="checkbox"/> Exceptional Quality of Life		<input type="checkbox"/> Fiscal Stewardship	
	<input checked="" type="checkbox"/> Intelligent Growth & Development		<input type="checkbox"/> Public Health & Safety	
	<input type="checkbox"/> Investment in Public Assets & Infrastructure			

## subject

Review and approval of the Request for Proposals (RFP) to select a consultant to lead the city visioning process.

## motion | recommendation

Approve the RFP and scope of services for the city visioning process and direct staff to advertise it subject to the city’s purchasing policies.

## background

Staff presented the ULI TAPs recommendations for the city’s upcoming visioning process at the November 10, 2014 City Commission meeting. Included in the report was a recommended scope of work for use as part of an RFP in selecting a consultant to work with the city on this process.

The attached RFP outlines the timelines for submittals by interested parties and includes a revised scope of services taking into account Commission comments from the meeting on November 10<sup>th</sup>. The scope has been revised to include more visual materials for the community meetings and reflects an existing Steering Committee.

If approved, the RFP will be advertised on January 28, 2015 with a submittal date of March 3, 2015. Selection would take place at the City Commission meeting on April 13, 2015. An anticipated kickoff for the visioning process would be in early May.

Staff is recommending that the selection committee for the RFP include a City Commissioner, City Manager, Planning & Community Development Director and Communications Director.

## **alternatives | other considerations**

The Commission could choose to issue the RFP at a later date or revise the scope and request another review.

## **fiscal impact**

Funds have been budgeted for the visioning process.

# Request for Proposal



## RFP-8-2015 City Visioning

### Pre-Proposal Conference

City Hall Chapman Room  
401 South Park Avenue  
Winter Park, Florida 32789

**February 11, 2015 @ 2:00 p.m.**

### PROPOSAL DUE ATTENTION: CITY CLERK

City Hall East Wing  
401 South Park Avenue  
Winter Park, Florida 32789

**March 3, 2015 @ 2:00 p.m.**

**Sealed proposals must be received and time stamped by the City Clerk's Office on or before the date and time referenced above either by mail or hand delivery. Any proposals received after 2 p.m. on said date will not be accepted under any circumstances. Official time will be measured by the time stamp in the City Clerk's Office.**

**questions**

**Purchasing Division**

401 S. Park Ave. ■ Winter Park, FL 32789 ■ p 407-643-1627 ■ f 407-599-3448  
purchasing@cityofwinterpark.org ■ cityofwinterpark.org/purchasing



**SECTION I STANDARD TERMS & CONDITIONS**

**1. Obtain Documents**

Documents are available for download at:  
<http://www.cityofwinterpark.org/purchasing> select Active Solicitations.

If you experience any problems downloading the document, call 407-599-3267.

**2. Pre-Proposal Conference**

A Pre-Proposal Conference will be held in City Hall, 401 South Park Avenue, Chapman Room, Winter Park, Florida, at **2:00 p.m. on February 11, 2015**. The purpose of this Pre-Proposal Conference is to review the requirements and specifications for the above. All interested parties are encouraged to attend this meeting.

**3. Responses Due**

Sealed proposals will be received by the City Clerk in City Hall East Wing, 401 South Park Avenue, Winter Park, Florida 32789-4386, **until 2 p.m. on Tuesday, March 3 2015**. It is the proposer's responsibility to assure that your proposal is delivered at the proper time to the City Clerk's Office. Proposals which for any reason are not so delivered will not be considered. All proposals received after the date and time specified will not be accepted.

**At 2:30 p.m., on Tuesday, March 3, 2015**, all proposals will be publicly opened and acknowledged in the Chapman Room. Pursuant to Florida Statute 119.071 (1)(b)1.a., sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**4. City is Not An Administrative Agency**

To the fullest extent allowed by law, the City of Winter Park is not an administrative agency subject to the formal solicitation procedures specified in Section 120.57(3), Florida Statutes, as it may be amended.

**5. Preparation of Proposals**

Proposals shall be made on unaltered proposals forms furnished by the City, unless otherwise requested within the specification. Fill in all blank spaces and submit one (1) original clearly marked on the outside of the envelope – "**ORIGINAL**" and (1) one **electronic copy on CD** for document management purposes. All responses, and copies, are to be submitted on 8 ½ x 11 inch paper, bound individually. If your response contains any information deemed confidential, provide an additional CD with a redacted version of your response labeled REDACTED. CD shall be in Microsoft Word or Adobe – the most recent software version.

Proposals shall be signed in ink with the name of the proposer typed below the signature. Where the proposer is a corporation, limited partnership, limited liability company, or other entity other than an individual, proposals must be signed by an authorized representative of the entity in ink, in longhand (with the typed or printed name of the signer, as signed, below the signature) with the legal name of the entity followed by the name of the entity's state of incorporation or registration and the legal signature of an officer authorized to bind the entity to a contract. A proposer may be requested to present evidence of his, her, or its experience and qualifications and the entity's financial ability to carry out the terms of the contract.



**6. Proposal Submittal**

Proposals shall be submitted directly to the City Clerk’s office in City Hall, East Wing, in an opaque, sealed envelope or box. Proposers shall affix the Sealed Proposal Envelope Label located on page 29 to the outside of their envelope or box. Submit proposal in accordance with the instructions listed herein regarding time, place and date required. Responses received after the time requirement will NOT be opened and will NOT be considered for award. It is the sole responsibility of the respondent to be sure his/her response is delivered directly to the City Clerk’s office by the required time and date, and that the response is properly sealed and labeled as required. The City will not be responsible for any proposal delivered incorrectly or to the wrong address or location.

All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. Each proposal received will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

**7. Basis of Bids/Proposals**

The words “BID” and “PROPOSAL” shall be interpreted to have the same meaning for purposes of these specifications, terms and conditions. Proposer will include all cost items; failure to comply may be cause for rejection. No segregated proposals, or assignments will be considered. It is the intent of the City to promote competition. It shall be the responsibility of the proposer to advise the Purchasing Division of any language, requirements, etc. or any combination thereof, which the proposer feels may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least seven (7) working days prior to opening date and time of the proposal.

**8. Submission of Supporting Documents**

The successful proposer shall furnish all required documents within ten (10) working days after notification of award. If the successful proposer fails to furnish the required documents within ten (10) working days, the City may withdraw the award and award to the next lowest responsive, responsible proposer.

**9. Proposal Prices**

The proposer warrants by virtue of proposing that the prices, terms and conditions quoted in this proposal will be firm for a period of ninety (90) days from the date of the public opening unless otherwise specified by the proposer, and shall not be amended after the date and time of the public opening. Any attempt by a successful proposer to amend said prices except as otherwise provided herein shall constitute a default.

Amounts specified herein are for fixed price work or products, including all prices for equipment, labor and materials required to perform the work or deliver the product(s) specified herein. The proposer, having familiarized itself with the local conditions, and conditions listed here, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception, for the proper execution and completion of the contract, and if awarded the contract, to complete the required work or deliver the required product(s) as specified within the proposal package set forth by the City of Winter Park.

**10. Delivery**

All prices shall be F.O.B. Destination, Winter Park, Florida. Delivery date and warranties must be written out and submitted with proposals. We insist delivery dates, as specified, be met. There will be no additional charge for multiple delivery locations.

**11. Invoicing & Payment**

Unless otherwise agreed to by the City, payment terms will be thirty (30) days net from receipt of invoice unless an appropriate prompt payment discount is provided and accepted.





Payment shall be made by the City only after the items awarded to a vendor have been received, inspected and found to comply with award specifications, free of damage or defect and properly invoiced, and the invoices is in all respects satisfactory to the City and appropriate for payment. All invoices shall bear the purchase order number or RFP number. Payment for partial shipments may not be made unless that is specified in the RFP.

**12. VISA Acceptance**

The City of Winter Park has implemented a purchasing card program, using the VISA platform. Successful proposer may receive payment from the City by the purchasing card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment. Please indicate your ability to accept VISA in the space provided on the proposal form.

**13. Taxes**

The City is exempt from Federal Excise and Sales taxes. Tax exemption number: State #85-8012621708C-8.

**14. Mistakes**

Proposers are expected to examine the specifications, delivery schedule, prices, extensions and all other instructions provided herein. **Failure to do so will be at the Proposer's risk.** The City is not obligated to give successful proposer extra payments for conditions which can be determined by examining the site and documents. In case of mistake in extended price the unit price will govern and the proposer's total offer will be corrected accordingly.

**15. Contract Award**

The City reserves the right to make award(s) by individual item, aggregate, or none, or a combination thereof; with one or more suppliers; to cancel the formal solicitation; reject any or all proposals; or waive any minor informalities or technicalities in proposals received, as may be deemed in the best interest of the City in the City's sole discretion; and reserves the right to award the contract to the lowest responsive, responsible proposer who submits a proposal meeting specifications in a way deemed most advantageous to the City in the City's sole discretion. The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms and service reputation of the vendor in determining the most advantageous proposal. The City reserves the right to make an award to more than one proposer. The city reserves the right to demand additional information or clarification with respect to any proposal or submission from one or more proposers. Such request shall be furnished to all proposers. Failure to respond or to provide adequate information in response shall be grounds for disqualification in the sole discretion of the City. Information received upon such request for additional information or clarification may be relied upon by the City in determining the most advantageous proposal for purposes of making an award.

**16. Proposal or Contract Terms At Variance With This Document and the RFP or Specifications**

This formal solicitation expressly limits acceptance to the terms of this document. If the proposer submits a proposal that contains additional terms and conditions then, at the option of the City, it may award the contract to such proposer but without the contractual terms that were included in the proposal and which are inconsistent with or different from the language in this RFP, and the specifications and this document so long as the proposal is otherwise responsive to this document and the specifications with the inconsistent language stricken. The proposer hereby agrees that by making a proposal based upon this RFP, that any term or condition inconsistent with this document or the specifications shall be null, void and stricken by the City. Without limitation, the following contract terms and provisions shall be deemed inconsistent and will be stricken:

- a. Any provision that changes the venue for any type of dispute resolution to a location outside of Orange County, Florida.
- b. Any provision that applies the law of any jurisdiction other than the law of Florida.



- c. Any provision that provides for a dispute resolution method other than resolution in the court of appropriate jurisdiction and venue (although non-binding mediation in Orange County, Florida using a mutually agreed mediator will not be deemed inconsistent). Dispute resolution through arbitration or through any other tribunal court of appropriate jurisdiction and venue (in Orange County, Florida).
- d. Any provision that provides for attorneys' fees to the prevailing party in any litigation between or among the parties is inconsistent and shall be stricken.
- e. Any provision that limits the remedies and warranties available to the City of Winter Park under applicable provisions of Florida law shall be inconsistent and stricken. Although the Uniform Commercial Code and Florida law will allow for limitation of warranties and remedies, such limitations are also inconsistent with the intent of this formal solicitation and will be stricken from the contract if awarded.  
It is the intent of the parties that the City of Winter Park shall reserve all of its rights of warranty and remedies available to the fullest extent under Florida law, without limitation.
- f. Any provision that alters the risk of loss and/or FOB point of responsibility with respect to goods in transit that are inconsistent with the provisions of this document or the specification shall be inconsistent and stricken.
- g. Any provision that provides for the City of Winter Park to hold harmless and indemnify another party shall be inconsistent with this formal solicitation and stricken.
- h. Any provision that, to any extent waives, alters or modifies (or purports to do so) the sovereign immunity rights of the City of Winter Park shall be deemed to be inconsistent with this formal solicitation and shall be stricken.
- i. Any proposal that purports to establish a lien or security interest in any property sold by the vendor or any other property of the City shall be deemed unlawful and inconsistent with this formal solicitation and stricken.
- j. Any term that is proposed that would alter the rate of interest and terms for payment in a manner inconsistent with this formal solicitation shall be deemed to be stricken although to the extent the Florida Prompt Payment Act applies, that statute shall govern, with the City reserving all rights under such Act.

**17. Modifications and Withdrawals**

Proposals cannot be modified after submitted to the City. Proposers may withdraw proposals at any time before the public opening. HOWEVER – NO PROPOSAL MAY BE WITHDRAWN OR MODIFIED AFTER THE PUBLIC OPENING and shall constitute an irrevocable offer for a period of ninety (90) days to provide to the City the services set forth in this formal solicitation, or until one or more of the proposals have been awarded. If an RFP or RFQ procurement, including but not limited to a procurement under CCNA (s. 287.055), the City may negotiate a contract or purchase that deviates from the proposal submitted in the interest of the City.

**18. Disqualifications**

The City of Winter Park reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the proposer. (See Non-Collusion Affidavit form). Proposer also warrants that no one was paid or promised a fee, commission, gift or any other consideration contingent upon receipt of an award for the services or product(s) and/or supplies specified herein.

**19. Proposal Costs**

Costs related to the preparation of a response to this formal solicitation are solely those of the proposer, and the City assumes no responsibility for any such costs incurred by the proposer.





**20. Protests and Purchasing Manual**

If a protest is filed, it shall be pursuant to Florida law (but not including any remedy in Chapter 120, Florida Statutes) and in accordance with the procedures outlined for protests in the City’s Purchasing Policy & Procedures Manual. The Purchasing Policy & Procedures Manual is incorporated herein by reference and is available online. In the event of any inconsistency or ambiguity between the terms of the Purchasing Policy & Procedures Manual as compared with the terms of this document and the formal solicitation specifications at issue, the terms of this document and the formal solicitation specification at issue shall govern and control.

If a proposer prevails in a protest action, the City of Winter Park’s liability shall be limited to reimbursement of the actual proposal costs (as defined in the section above entitled “Proposal Costs”) proven to have been incurred and paid by the proposer. No other damages, including but not limited to damages for lost profits, lost business opportunity and/or compensatory or consequential damages of any type or special damages of any type shall be due to or recovered by the prevailing vendor in a protest, even if the contract is awarded by the City to another proposer, if the protester has failed to obtain an injunction against making such award.

Any party responding to a formal solicitation issued by the City, that contends that another proposer is disqualified from proposing for any reason, including allegation that the other entity is not legally qualified to respond or lacks appropriate visa or citizenship status, may also raise such issue through the means of a protest, and the protest shall be handled in the manner specified herein and in accordance with the terms of the Purchasing Policy & Procedures Manual and Florida law applicable to municipal protests. With respect to any assertion that another proposer is not legally constituted or lacks proper citizenship or visa status, the protesting party shall offer proof of such fact prior to the award of the contract, and such proof shall be subject to the requirements of admissible evidence under Florida law as determined by the City Attorney during the course of the protest proceedings.

**21. Agreement**

The resulting AGREEMENT or CONTRACT, which shall include these General and Special Conditions and all Amendments or Addenda issued by the City, contains all the terms and conditions agreed upon by all parties. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT/CONTRACT shall be deemed to exist or to bind either party hereto. All proposed changes must be submitted to the City in writing, and approved by the City Manager, Assistant City Manager and/or Commission in writing prior to taking effect.

**22. Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list. The proposer shall provide a certification of compliance regarding the public crime requirements.

In submitting a proposal to the City of Winter Park, the proposer offers and agrees that if the proposal is acceptable, the proposer will convey, sell, assign or transfer to the City of Winter Park all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Winter Park. At the City of Winter Park’s discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to proposer.



**23. Certificate of Insurance**

The successful proposer and any subcontractors of the vendor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City. The successful proposer shall submit certificates or other documentation evidence to the City with the signed agreement, attesting to insurance coverage for Worker’s Compensation Insurance as required by the Florida Statutes, Public Liability, Property Damage Insurance, Professional Liability Insurance (when applicable) in the amount of \$1,000,000.00, and other requirements, as summarized on and in the amounts specified on the attached **Summation of Insurance Requirements**. The selected proposer shall not commence work under any agreement until obtaining all insurance coverage under this section and until the City has approved such insurance.

The City of Winter Park shall be named as an **ADDITIONAL NAMED INSURED** on all certificates and policies pertaining to this project. Insurance companies must be licensed to do business in the State of Florida with a Best’s Key Rating Guide rate of no less than A. This information will be verified in the City’s discretion, and it may be grounds for disqualification if the information is not in order.

**24. Termination/Cancellation of Contract**

The City reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the proposer of any obligations for any deliveries entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the proposer of any obligations or liabilities resulting from any acts committed by the proposer prior to the termination of the contract.

**25. Termination for Default**

The City’s Purchasing Division or other City representative shall notify, in writing, the proposer of deficiencies or default in the performance of its duties under the Contract, by regular mail (or otherwise) to the address provided by proposer in its proposal. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specified elsewhere in the solicitation, whether or not the proposer has received notice of those instances of deficiency. It shall be at the City’s discretion whether to exercise the right to terminate. Proposer shall not be found in default for events arising due to acts of God.

**26. Termination for City’s Convenience**

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever a City representative shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery by regular mail (or otherwise) to the address provided by successful proposer in its proposal of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, successful proposer shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to successful proposer. Successful proposer shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

**27. Drug Free Workplace**

The proposer, his/her/its employees, subcontractors, and his/her/its employees are prohibited from unlawful drug or alcohol possession and the use, manufacture, or dispensation of controlled substances while at work and while traveling to or from work. If any employee reports to work under the influence of alcohol or drugs the employee shall be immediately removed from the City premises by the proposer.



The contractor will be held responsible for any damages, loss or extra expenses caused by delays incurred by such actions. The proposer shall certify that the firm has a drug free workplace policy in accordance with Florida Statute 287.0878. Failure to submit this certification shall result in the rejection/disqualification of the proposal. **See attached Drug Free Workplace Form.**

**28. Indemnification**

The successful proposer hereby agrees to indemnify and hold harmless the City of Winter Park, and its officials, representatives, agents, officers, and employees from and against all claims for infringement of any United States Patent and all other claims, damages, losses and expenses (including without limitation costs of defending the same and attorney’s fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the successful proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The successful proposer shall indemnify and hold harmless the City of Winter Park from and against any and all claims against the City, or any of its officials, representatives, agents, officers, and employees, by any employee of the successful proposer or of any subcontractor. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker’s Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

**29. Accidents & Claims**

The successful proposer shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the City from all suits, claims and actions brought against the City or its officials, representatives, agents, officers, and employees, and all costs, damages, or liabilities to which the City or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work, or otherwise related to the project. See also **Summation and Insurance Requirements.**

**30. Laws & Regulations**

The successful proposer at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules and regulations which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the City of Winter Park against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

The successful proposer is assumed to have made himself/herself/itself familiar with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work. No plea of misunderstanding will be considered an excuse for the ignorance thereof.

In the event of any litigation or claim between the proposer/vendor on this formal solicitation and the City of Winter Park, including but not limited to any claim or litigation related to an agreement resulting from this formal solicitation process or any other type of dispute related to this RFP, the venue shall be in Orange County, Florida, where all laws, regulations, ordinances, codes, and rules of Florida and the City of Winter Park shall be used in the adjudication.

All responses, questions, conversations are public information including any literature or handouts at any subsequent presentations. All submittals are subject to the Florida Public Records Act, F.S. 119. The tender of a proposal authorizes release of all of your company’s information as submitted.



**31. Communications**

To ensure fair consideration for all prospective proposers throughout the duration of the formal solicitation process, the City of Winter Park prohibits communication, whether direct or indirect, regarding the subject matter of the RFP or the specifications by any means whatsoever (whether oral or written), with any City employee, elected official, selection committee member, or representative of the City of Winter Park, from the date of first publication or issuance of the specifications until the Commission makes the award. Communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the RFP or any future formal solicitation.

The sole exception to the foregoing rule is that any questions relative to interpretation of specifications or the formal solicitation process may be addressed to employees in the City’s Purchasing Division, in writing, via fax (407-599-3448) or email ([purchasing@cityofwinterpark.org](mailto:purchasing@cityofwinterpark.org)), and, the person sending the question agrees that the Purchasing Division may furnish a copy of the question to all other proposers and other persons who have registered an interest in responding to the formal solicitation. Questions of a material nature must be received no later than seven (7) business days from the date and time of the public opening.

**32. Addenda**

When questions arise that may affect the proposal, the answers will be distributed in the form of an Addendum, which will be posted on the City’s web site. All proposers should check the City’s website or contact the City’s Purchasing Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Addenda information will be posted on the City’s website at [www.cityofwinterpark.org/purchasing](http://www.cityofwinterpark.org/purchasing). Select Active Solicitations. It is the sole responsibility of the proposer to ensure he/she obtains information related to Addenda.

**All addenda must be acknowledged on the Signature Sheet to be considered responsive. Failure to acknowledge all addenda may result in the disqualification of the proposal response.**

**33. Subcontractors**

The successful proposer shall not employ subcontractors without the advance written permission of the Purchasing Division or Project Manager. The successful proposer shall be fully responsible for the services and work provided by a subcontractor under the terms of this formal solicitation. The successful proposer agrees that any employee or agent of the proposer and any agent/employee of a subcontractor to the proposer shall be removed from the City jobsite or City premises upon request by the City Manager or designee. Such request will only be issued to remove a person if the City Manager or designee has a reasonable basis (as determined in his or her discretion) that the presence of such person on City property or at a City jobsite is not in the best interest of the City, or its employees, guests, visitors or citizens. Additionally, a person may be directed to be removed if the person is reasonably deemed to be under the influence of drugs or alcohol, or is behaving in any manner reasonably determined to be unacceptably disruptive or in violation of any criminal law.

**34. Assignability**

Assignment of the contract, or any portion of the contract, cannot be made without the advance written consent of the City’s agent.

**35. Waiver, Alterations, Consent and Modification**

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City Manager, Assistant City Manager and/or Commission.



**36. Fiscal Year Funding Appropriations**

Specific Period: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period (October 1 through September 30), at the time of contract. Payment and performance obligations for succeeding fiscal periods, and any renewals, are subject to appropriation by City Commission of funds prior to entering agreement.

**37. No General City Obligation**

In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

**38. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be cancelled by the City and the contractor will be entitled to reimbursement for the reasonable value of any nonrecurring costs incurred but not advertised in the price of the supplies delivered under the contract, renewal or otherwise recoverable.

**39. Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the *proposers are requested to identify specifically* any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

**40. Compliance**

All companies doing business with the City of Winter Park must do so in the English language and make proposals or other money quotations in U.S. currency. There shall be no customs, duties or import fees added to the cost shown in the proposal. In the event of any legal disputes the laws of the State of Florida and, where appropriate, the United States of America shall prevail. Venue for any court proceedings arising out of or related to this RFP or any resulting contract or purchase shall be in a court of competent jurisdiction in Orange County, Florida

**41. Equal Opportunity Employment**

The contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. Each employee of the contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (or most recent) (18 USC 4082)(c)(2).

**42. Fair Labor Standards Act**

Contractor is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.





**43. Unauthorized Aliens**

The Owner shall consider the employment by Contractor of unauthorized aliens as a violation of section 274A(e) of the Immigration and Nationalization Act, as amended; and shall be considered a basis for determination by the City of a non-responsive proposal. This requirement shall be contained in any contract executed pursuant to this RFP.

**44. Indemnification and Hold Harmless**

In addition to and without limitation of the foregoing provisions regarding protection of the City from liabilities if awarded a contract as a result of this Request for Proposals, you, the successful proposer, agree for good and valuable consideration, receipt of which is acknowledged by your submission of a proposal, to protect, defend, indemnify and hold the City of Winter Park, its officials, officers, employees, representatives, and agents free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character including, but not limited to, attorney’s fees and other legal costs such as those for paralegal, investigation and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under this Agreement, arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor, its agents, servants, officers, officials, employees or subcontractors. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, failure to act, malfeasance, misfeasance, conducts or misconduct, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. You further agree to investigate, handle, respond to, provide defense for and defend any such claims, etc., at your sole expense and agree to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

**45. Disclaimer of Liability**

The City will not hold harmless or indemnify any respondent for any liability whatsoever.

**46. Sovereign Immunity Reserved**

The City reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other applicable law, and specifically reserves and does not waive the defense of sovereign immunity.

**47. Compliance with Occupational Safety and Health**

Proposer certifies that all material, equipment, etc. contained in this formal solicitation, meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the successful qualifier, and the material, equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the day of delivery, all costs, necessary to bring the materials, equipment, etc. into compliance with the aforementioned requirements shall be borne by the qualifier. Proposer certifies that all employees, subcontractors, agents shall comply with all O.S.H.A. and state safety regulations and requirements.

**48. Severability**

If any term, provision or condition contained in this Agreement shall to any extent, be held invalid against public policy, or otherwise unenforceable by a court of law, the remainder of this Agreement, or the application of such term or provision shall otherwise be fully enforceable.

**49. Public Records**

The proposer shall maintain books, records, documents, time and cost accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time-records and cost data shall be maintained in accordance with generally accepted accounting principles.



The proposer shall maintain and allow access to the records required under this section for a minimum period of five (5) years after the completion of the provision or performance services under this Agreement and date of final payment for said services, or date of termination of this Agreement.

The City reserves the right to unilaterally terminate this Agreement if the proposer refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the proposer in conjunction, in any way, with this Agreement.

In addition to the above, if Federal, State, County or other entity funds are used for any services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida or the County of Orange, or any representative, shall have access to any books, documents, papers, and records of the proposer which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

The proposer agrees to fully comply with all State laws relating to public records.

The proposer agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

**50. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

**51. Lien**

No lien or security interest in any City property may be created in relation to this Agreement.

**52. Authority to Bind City**

No officer or employee has the authority to bind the City to the terms of this formal solicitation. A majority vote of a quorum of the members of the City Commission present at a duly noticed meeting held in accordance with Florida Statute 286.011 (the Florida Sunshine Law) shall be required to bind the City to the terms of this formal solicitation. This provision shall not apply to the extent that a particular procurement or type of purchase may be entered by the City Manager pursuant to an Ordinance of the City.

**53. Breach**

Notwithstanding any limitation of warranty or remedy, the City reserves all remedies available under Florida law in the event of a breach of the terms of this proposal. Without limitation it will be a material breach if the successful proposer delivers non-conforming goods or goods or services not reasonably fit for the intended purpose.

Notwithstanding any limitation of warranty, the successful proposer warrants that the goods, services, and products sold or provided to the City will be fit and useful for the intended purpose for which such products or services were sold or provided to the City and the successful proposer warrants that the goods and services are in conformance with the representation made during the formal solicitation process or are of a quality consistent with the prevailing standard for similar products and services in the commercial market.

**54. Dispute Resolution**

Dispute resolution shall be by litigation. Each party shall bear its own costs and fees.



**55. Solicitation**

Proposers, their agents, or associates shall refrain from contacting or soliciting any City staff or City Commission member directly or indirectly regarding this formal solicitation during the selection process. This "blackout period" will be as defined in the previous section entitled "Communications", and begins with the date of first publication or issuance of the specifications for the solicitation and the blackout period ends when the City reaches a procurement decision. Failure to comply with this provision may result in disqualification of the proposer.

**56. Procurement Decision**

The City reserves the right to make an award consistent with the maximum discretion afforded to the City under Florida law with regard to municipal procurement. Additionally, the City reserves the right to reject all proposers and to re-solicit (or not) in its sole discretion. A decision to terminate the solicitation process may be made at any time before the City enters into a contract with a selected proposer.

**57. Scrutinized Companies**

Pursuant to Senate Bill 444, Laws of Florida Chapter 2012-104, and Section 287.135, Florida Statutes, the City will not contract with any entity that is on the Scrutinized Companies With Activities in Sudan List or the Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List, with respect to any contract for goods or services of \$1M or more. The City shall have the right to immediately terminate the contract/purchase in its sole discretion if the company is found to have submitted a false certification or it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List. And, if the company has submitted a false certification, then the City shall have the right to bring a lawsuit seeking civil penalties, damages, attorneys' fees and costs as authorized by Section 287.135, Florida Statutes.

**58. Local Vendor Preference**

The City of Winter Park is using the Competitive Sealed Proposal methodology of source selection for this procurement as established and adopted in the Purchasing Policy & Procedures Manual. The City of Winter Park has adopted a Local Preference local price match option to enhance the opportunities of local businesses to receive awards of City of Winter Park purchases.

A "local business" shall be defined as a person, firm, corporation, or other business entity maintaining valid Business Certificate (at least one year prior to submitting each formal solicitation response) issued by the City of Winter Park that authorized the business to provide the commodities or services to be purchased and a physical business address located within the limits of the City of Winter Park. A business which operates through the use of a post office box, mail house or a residential/home address shall not be eligible to qualify as a "Local Business".

Respondents shall affirm in writing their compliance with the foregoing at the time of submitting their response to be eligible for consideration as a "Local Business" under this section.

If the lowest local bidder does not meet the requirement of Section 287.087, F.S. and the lowest non-local bidder does, award will be made to the bidder that meets the requirements of the referenced state law.

Vendor must complete and submit with its bid response the "Local Vendor Preference Affidavit" which is included as part of this solicitation.

A respondent who misrepresents the Local Business status of its form in a formal solicitation response to the City will lose the privilege to claim "Local Business" status for a period of up to one year.

For all purchases of commodities and services procured through Competitive Proposals (Section X) or other methods not otherwise exempt from local preference, for which a formal solicitation is developed with evaluation criteria, a local preference of the total score may be assigned as follows:





Any respondent which meets all of the criteria for a local business as set forth in this policy shall be given a preference in the amount of five additional points to their total score. This will occur during the selection committee meeting where the short listing is determined.

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**SECTION II SCOPE OF WORK**

**Introduction**

The city would like to conduct a community visioning process to develop a vision that is reflective of Winter Park’s diversity and is inclusive of all city residents and businesses. The city recognizes that a strong community vision represents the consensus of its citizens. This visioning process favors maximum inclusion throughout the community using as many methods of outreach possible to garner the most amount of participation. A major focus of the visioning process is to educate the community about the visioning process, why individuals should participate, how the shared vision affects them and how the city will use the vision to guide its future. The firm selected must demonstrate outstanding creativity, detailed organizational skills and effective message delivery to maximize community participation and consensus building.

In planning preparation for the visioning process, the city’s Planning and Community Development Department enlisted the help of the nonprofit Urban Land Institute (ULI) to conduct a Technical Assistance Panel (TAP). For reference, attached is the ULI TAP report that outlined their findings and recommendations.

**RECOMMENDED VISION SCOPE OF WORK**

**1. Mobilization**

***1.1. Project Kickoff***

- 1.1.1. Project management and team responsibilities
- 1.1.2. Data availability
- 1.1.3. Finalize project schedule
- 1.1.4. Confirm public meeting venues and responsibilities
- 1.1.5. Establish social media plan

**2. Public Engagement Process**

***2.1. Steering Committee Coordination Meeting***

- 2.1.1. Review vision process and Steering Committee roles and responsibilities
- 2.1.2. Confirm Steering Committee schedule
- 2.1.3. Establish neighborhood subcommittees as necessary
- 2.1.4. Discuss speaker options for kickoff and public forums
- 2.1.5. Confirm social media plan

***2.2. Implement Public Engagement Process***

- 2.2.1. Assist the city in implementing the public engagement process through preparation of documents and materials required to support the following public meetings.
- 2.2.2. Recommend and work with the city to implement the social media program that will be used to inform the public of the visioning process, its progress and its results.
- 2.2.3. Assist the city in developing a survey of city residents and performing keypad polling of attendees at Steering Committee and district meetings.

***2.3. Public Information Meeting (Kickoff Vision Project Open House)***

- 2.3.1. Introduce vision process and objectives
- 2.3.2. Introduce steering committee
- 2.3.3. Communicate vision schedule
- 2.3.4. Communicate social media program and opportunities



**2.4. Public Forum I (Where Are We Now? Where Are We Going?)**

- 2.4.1. Convey latest socio-demographic data/maps on Winter Park
- 2.4.2. Describe trend map(s) based on build-out scenario(s)
- 2.4.3. Breakout sessions to address SWOT analysis (strengths, weaknesses, opportunities, threats)
- 2.4.4. Summary of SWOT conclusions

**2.5. Neighborhood and Character District Meetings**

- 2.5.1. Meetings with residents and stakeholders of each neighborhood or character district – to relate results of trend SWOT analysis and refine based on specific neighborhood or character district input
- 2.5.2. Summary of citywide and district SWOT issues
- 2.5.3. Summary of SWOT analysis and district input
- 2.5.4. Assess Community Values — will be used to guide development of the vision and should address questions such as:
  - o What physical, social, cultural and other factors do Winter Park residents use to identify the city?
  - o What characteristics define a good quality of life for Winter Park residents?
  - o What are the neighborhoods and districts that form Winter Park? What are their functions and boundaries?
  - o What should each part of Winter Park physically look like in the future?
  - o How should the city function as part of the economic region?
  - o What are the overarching goals of the city relative to what its residents want to preserve, revitalize or redevelop?
  - o What actions are necessary for Winter Park to promote healthy community design?
  - o What five things would improve the city of Winter Park, and how should they be prioritized?

**2.6. Community Forum II (Where Do We Want to Go?) Vision Scenarios**

- 2.6.1. Summary of community values assessment
- 2.6.2. Build-out scenario(s) based on neighborhood and character district input
- 2.6.3. Vision statement and strategic objectives
- 2.6.4. Keypad polling to gauge consensus

**2.7. Community Forum III: (How Do We Get to Our Destination?) Vision and Action Plan Presentation by Steering Committee**

- 2.7.1. Summary of the vision plan
- 2.7.2. Recommended actions to achieve the vision
- 2.7.3. Recommended actions to monitor progress and make necessary adjustments
- 2.7.4. Recommended actions to market the vision

**2.8. Steering Committee**

- 2.8.1. Prepare for and attend each meeting of the Steering Committee. The Steering Committee should meet prior to each public meeting to review the information to be presented and make suggested revisions and/or additions. Subcommittees of the Steering Committee may be developed to consider particular aspects of the vision. An additional meeting after the kickoff meeting may be necessary to further educate the Steering Committee regarding physical or economic conditions that may influence the vision.



## **2.9. Social Media Plan**

- 2.9.1. Recommend social media to be used to inform and solicit community feedback
- 2.9.2. Provide keypad polling or similar equipment to gauge community consensus at steering committee and community district meetings
- 2.9.3. Assist city staff in preparing survey questions to assess city values

## **3. Preparation of the Vision and Action Plan**

### **3.1. Data Collection and Analysis (Where Are We Now?)**

- 3.1.1. Assembly of latest socio-economic data to demonstrate current conditions in the city and comparison to other cities of similar size and location in the metropolitan area
- 3.1.2. Growth forecasts – Use the University of the Florida Bureau of Economic and Business Research (BEBR) and other sources to forecast probable growth in the city and how it will impact the demand for residential and non-residential development and the demand on key city infrastructure and services.

### **3.2. Trend Scenario Mapping, SWOT Assessment and Neighborhood and Character District Values Assessment (Where Are We Going?)**

- 3.2.1. Prepare a trend map for the city illustrating what build-out of the city may look like, including probable redevelopment scenarios. Use advanced visualization computer tools to demonstrate the trend map. This is not a land use plan and should use categories and vocabulary significantly different than those used in the City Land Use Plan.
- 3.2.2. Prepare a map of each neighborhood and character district in the city for use in district meeting and SWOT assessment.
- 3.2.3. Prepare PPT and appropriate handouts to inform citizens of the key data points and trend development scenarios.
- 3.2.4. Prepare for and facilitate Community Forum I.
- 3.2.5. Prepare for and facilitate neighborhood and character district meetings including refinement of SWOT and performance of values assessment.

### **3.3. Preparation of Draft Winter Park Vision Scenario(s) (Where Are We Going?)**

- 3.3.1. Prepare summary results of the SWOT analysis and the values assessment held in each of the neighborhoods and character districts.
- 3.3.2. Prepare the draft Vision Statement and Strategic Objectives for achieving the vision. The consultant will also prepare illustrations of what Winter Park would look like if the vision were achieved. These illustrations should use advanced visualization computer tools to demonstrate the trend map.
- 3.3.3. Facilitate Community Forum II to inform city residents of the results of previous tasks and to (using keypad polling or other similar assessment mechanism) assess consensus for the results of the SWOT, Community Values Assessment and Draft Vision.

### **3.4. Preparation of City of Winter Park's Shared Vision and Action Plan (How Do We Get There?)**

- 3.4.1. Prepare the final draft of the city's Shared Vision and an Action Plan for assuring its achievement. The plan must include an analysis illustrating how the plan achieves the principle values for the city that resulted from the public engagement process and must include strategic objectives and benchmarks for achieving those objectives that allow the city to measure progress over time and make adjustments, when necessary. The plan must also include several illustrative concepts showing the results of neighborhood and public forum responses.



- 3.4.2. The Action Plan must address how the city will market the vision to assure that all decisions are being viewed through the context of consistency or realization of the Shared Vision.
- 3.4.3. Facilitate the final Community Forum III to inform city residents and stakeholders about the Shared Vision and Action Plan.
- 3.4.4. Preparation of a PPT executive summary of the Shared Vision for use by the city and key organizations to market the Shared Vision inside and outside the city of Winter Park.

### ***3.5.Presentation to City Commission***

- 3.5.1. Assist the Steering Committee and staff in the presentation of the Shared Vision to City Commission for its acceptance.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**



**SECTION III PROPOSAL FORMAT:**

Proposers must respond in the format delineated below.

Please submit one (1) **original** and (1) one **electronic copy on CD** for document management purposes. All responses, and copies, are to be submitted on 8 ½ x 11 inch paper, bound individually. If your response contains any information deemed confidential, provide an additional CD with a redacted version of your response labeled REDACTED. CD shall be in Microsoft Word or Adobe – the most recent software version.

Each directive listed will require an individual index tab in your response package to indicate the information as requested is listed behind its specific tab. Any other information pertinent to the headings as listed herein may be added to the end of each section. However, required information must be listed first in each section. If further materials are necessary to complete your response and are not noted under any of the headings listed below, add a **TAB —X** tab to the end of your response with proper index as to the subject matter contained therein. Any Addenda are to be acknowledged on the Signature Sheet.

Failure to submit this information will render your proposal non-responsive. Each Section is to be preceded with a Tab delineating the information after the Tab.

**Note:** The City shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to the RFP. This Request for Proposals does not and shall not commit the City or their agents to enter into any agreement, to pay any costs incurred in preparation of the submittals or to procure or contract for services or supplies.

**Table of Contents**

Clearly outline and identify the material and responses by the tab and page number. Outline in sequential order the major areas of the responses, including enclosures. Tabs should be used to separate each tabbed section. All pages must be consecutively numbered and correspond to the table of contents.

**Tab 1. Cover Letter**

Provide a cover letter indicating your company’s understanding of the requirements/scope of services/specifications of this formal solicitation. The letter must be a brief formal letter from the Proposer that provides information regarding the company’s familiarity and interest. A person who is authorized to commit the Proposer’s organization to provide the good/services included in the response must sign the letter. Provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses.

**Tab 2. Proposer’s Experience**

Indicate the firm’s background in providing these services to governmental entities. If you intend to subcontract some of the proposed work to another firm, similar information should be provided for each subcontractor/sub consultant. Proposal should provide a detailed description of comparable projects (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five years. Please specify whether each project is completed or ongoing. The description should identify for each project:

- the client
- description of work
- duration of project
- contact person and phone number for reference
- the results/deliverables of the project



Where possible, list and describe those projects performed for similar size public or private entities, business districts, and any work performed for the City of Winter Park. Indicate specifically the members of the firm who will have primary responsibility for this project.

**Tab 3. Qualifications of Project Staff**

Provide the curriculum vitae of the team leader and key personnel being assigned to this project. Designate a team person that will have the primary responsibility of managing the day-to-day oversight of this account, indicating relevant qualifications and experience. Indicate the role that each of the key personnel will be playing in the development of the requested work products. Provide a resume for each. Provide an organizational chart for the team working on this project.

**Tab 4. Work Plan**

The proposal should include the process your firm will use to define a vision for the City of Winter Park and a description of all services to be provided. It should provide a timeline of how long your firm will take to implement the phases described in this RFP. The proposal should identify challenges / obstacles foreseen in creating a vision for the City of Winter Park. Provide a description of the organizational approach your firm will use to assemble the multi-disciplined production team that will work on this project and other client and stakeholder advisory groups. Include initial concepts. The Proposer is encouraged to provide additional information that the City should consider to accomplish its objectives.

**Tab 5. Cost**

The proposal should provide your firm’s proposed budget for undertaking this project. The proposal should provide implementing each of these phases of the outlined Scope of Work. The proposal should also provide hourly staff rates if additional work is required under the contract.

**Tab 6. References**

Proposal should provide names, addresses, and phone numbers for a minimum of three (3) references, including municipalities or other organizations that would be capable of explaining and confirming your firm’s capacity to successfully complete the stated scope of your proposal.

**Tab 7. REQUIRED FORMS**

Include fully executed **Signature Sheet, Drug Free Workplace Form, Non-Collusion Affidavit of Prime Respondent, Local Vendor Preference Affidavit, & Copy of Business Certificate** in this section.

**Tab X. MISCELLANEOUS**

**Attachments:** Additional information, which the Proposer feels will assist in the evaluation, should be included.





**SECTION IV EVALUATION PROCEDURE**

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

**CRITERIA**

Firms submitting the required criteria will have their proposals evaluated and scored for technical qualifications. The following represent the principal selection criteria, which will be considered during the evaluation process.

Each proposal will be evaluated for full compliance with the RFP instructions to the Proposer and the terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who is the most fully qualified based upon the herein described needs of the City. Responses will be scored and ranked in accordance with the weighting specified in the following table.

Evaluation Criteria		Maximum Points
1	Approach to the RFP requirements	45
2	Proposer's company capabilities	35
3	Pricing Proposal: Service fees	10
4	Experience and references	10
<b>Total Points To Be Earned</b>		<b>100</b>

**Total Points to be earned are on a scale of 1 – 100 points, 1 = lowest, 100 = highest**

Prospective proposers are prohibited from contacting any member of the Selection Committee, employee or public official (except the Facilitator) at any time during the formal solicitation process, up to the time of contract award. Any attempted contact may be grounds for disqualification.

Tentative Calendar of Events*		
1	RFP Issue Date	<b>January 28, 2015</b>
2	Pre-Proposal Conference	<b>February 11, 2015</b>
3	Responses Due to City Clerk	<b>March 3, 2015</b>
4	Selection Committee Meeting – Evaluation and Ranking	<b>March 18, 2015</b>
5	Oral Presentations and Final Ranking	<b>March 25, 2015</b>

**\* All times, dates and actions are subject to change. In accordance with F.S. 286.0113, portions of the meetings may be exempt from public meetings requirements. All interested parties are welcome to attend the non-exempt portions of the public meetings.**





**SELECTION PROCESS**

The selection process is as follows:

1. The Selection Committee will evaluate all proposals which have been determined to be responsive.
2. The Selection Committee will then rank the proposals of those firms based on their submittals to determine a short list.
3. After oral presentations are conducted from the short listed firm(s), a post-presentation ranking will be conducted to determine the overall top ranked firm.
4. The Purchasing Division will prepare an agenda item for the award recommendation to the City Commission.
5. The City Commission of the City of Winter Park will make the final selection after considering the recommendations and rankings of the Committee. The City Commission's decision will be final.

**Formal Oral Presentations/Interviews**

The City shall conduct oral interviews with, or receive oral presentations from, two or more of the short listed firms. Oral presentations will be held in accordance with F.S. 286.0113 and will adhere to the following guidelines:

The City's Purchasing Division will establish the schedule and proposers will be notified at least five (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The City will allot equal time for each proposer divided into two sequential parts: formal presentations, and questions and answers.

Oral presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.



**SIGNATURE SHEET**

**RFP-8-2015  
City Visioning**

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor and materials as required with this specification.

- My company will accept the VISA credit card as a form of payment for our services rendered.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT**

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation from the City's web site by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

(print/type name as signed above): \_\_\_\_\_

DATE: \_\_\_\_\_



**STATEMENT OF NO RESPONSE**

City of Winter Park  
Attn: City Clerk  
401 South Park Avenue  
Winter Park, FL 32789

We, the undersigned, have declined to propose on **RFP-8-2015 – City Visioning** for the following reason(s):

- We do not offer this service\product.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Other \_\_\_\_\_

We understand that if the Statement of No Response letter is not executed and returned, our name may be deleted from the list of qualified proposers of City of Winter Park.

Company Name \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Person's Signature)

\_\_\_\_\_  
(Print or type name and title of signer)

Company Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Toll Free Number \_\_\_\_\_

FAX Number \_\_\_\_\_

Date \_\_\_\_\_



**DRUG FREE WORKPLACE FORM**

The undersigned proposer, in accordance with Florida Statute 287.087 hereby certifies that

does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under contract, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

(Authorized signature)

(Date)

\_\_\_\_\_  
(Print/type name as signed above)



**NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says that:

- (1) He/she is \_\_\_\_\_ of \_\_\_\_\_,  
Title Firm/Company  
the respondent that has submitted the attached response.
- (2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- (3) Such solicitation is genuine and is not a collusive or sham solicitation.
- (4) Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Park, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) \_\_\_\_\_  
\_\_\_\_\_  
(Title)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public (Signature of Notary Public)  
(Name of Notary Typed, Printed or Stamped)  
\_\_\_\_\_  
(Commission Number)



## Local Vendor Preference Affidavit

Vendor affirms that it is a local business as defined in Section XXII of the City of Winter Park Purchasing Policy & Procedures Manual.

A "local business" is defined as a person, firm, corporation, or other business entity maintaining a valid Business Certificate (at least one year prior to submitting each formal solicitation response) issued by the City of Winter Park that authorizes the business to provide the commodities or services to be purchased and a physical business address located within the limits of the City of Winter Park. A business which operates through the use of a post office box, mail house or a residential/home address shall not be eligible to qualify as a "Local Business".

Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as a "local business" under this section. Additionally, Vendor shall include a copy of their current City of Winter Park Business Certificate with their bid response. Failure to do so will result in Vendor's submission being deemed not applicable.

Vendor must complete the following information:

Year Business Established in the City of Winter Park: \_\_\_\_\_

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

\_\_\_\_\_  
Commission Number





## Insurance Requirements

Insurance Type	Required Limits
✓ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
✓ Employer's Liability	\$500,000.00 each accident, single limit per occurrence
✓ Commercial General Liability (Occurrence Form) patterned after the current ISO form	\$1,000,000.00 single limit per occurrence \$2,000,000.00 aggregate for Bodily Injury Liability & Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
✓ Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless City Of Winter Park, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of the Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of City of Winter Park.
✓ Automobile Liability	\$1,000,000.00 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.  \$2,000,000.00 each accident; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
Other	

Vendor shall ensure that all subcontractors comply with the same insurance requirements that he/she is required to meet. The same Vendor shall provide the City with certificates of insurance meeting the required insurance provisions.

The City of Winter Park must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Park.

Thirty (30) Days Cancellation Notice required.



**Proposal Submission Label**

**Sealed Proposal Envelope Label:**

The label provided below, with all appropriate information completed, should be used for the proper processing of the RFP submittal. The label will facilitate the City Clerk's Office to properly handle the sealed envelope without revealing the contents until the solicitation is opened.



**SEALED PROPOSAL ENCLOSED**

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_  
\_\_\_\_\_

**Company Telephone Number:** \_\_\_\_\_

**City of Winter Park  
Attn: City Clerk's Office  
401 South Park Avenue  
Winter Park, FL 32789**

**Solicitation No: RFP-8-2015**

**Solicitation Title: City Visioning**

**Solicitation Due Date & Time(EST): March 3, 2015 by 2:00 p.m.**



# Winter Park Visioning

A Technical Assistance Panel  
for the City of Winter Park, Florida



October 2014  
Winter Park, Florida



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# Introduction

Winter Park has worked for years to maintain its reputation as an upscale community with million-dollar homes, a pristine chain of lakes, a thriving downtown shopping district, and a prestigious private college. But it's so much more than that.

The city represents a variety of neighborhoods, each with its own personality. These neighborhoods share many things in common beside ZIP codes, schools and roads. But there is one overriding element that binds them: a sense of pride in their community.

As Winter Park looks toward the next 20 years, its leaders want to craft a vision that all parts of the city can share — a vision that takes into account the rich diversity of the community and is inclusive of each area's residents and businesses.

To start that initiative, the city's Planning and Community Development division called on the nonprofit Urban Land Institute to conduct a Technical Assistance Panel (TAP). The panel's task was to determine how the city should undertake the initiative of creating a new vision for Winter Park. Who should be involved? How should the process be handled? How should the initiative and its results be communicated? Who should oversee the process?

The results of the TAP's research are the subject of this report.

## **What Are Technical Assistance Panels (TAPs)?**

Since 1947, the Urban Land Institute's (ULI) Advisory Services Program has been assisting communities by bringing together week-long panels of seasoned real estate, planning, landscape architecture, financing, marketing, and development experts to provide unbiased pragmatic advice on complex land use and development issues. Several years ago, the Florida District Councils began providing panel services of one or two days to address specific local government issues in areas such as housing, parking, redevelopment, and future land use development.

## **How Do TAPs Work?**

A sponsor requests the services of a TAP with regard to a specific issue that can be addressed by a panel of experts in one or two days. The District Council assists the sponsor in refining the scope of the assignment and convenes a panel to address those specific issues. The sponsor works within ULI guidelines to provide background information to ULI panelists prior to the panel's convening. When convened, members of the TAP view the subject site, hear from public and private stakeholders, and then deliberate on the assigned issues. At the conclusion of its work, the panel presents an oral report to stakeholders; that is followed by a written report within approximately six weeks. To ensure objectivity, panel members cannot be involved in matters pending before the sponsor, be working for the sponsor, or solicit work from the sponsor during the panel's assignment period. Panel members volunteer their services to the project.

## **Who Is ULI?**

ULI was founded in 1936 as a non-profit institute to facilitate the open exchange of ideas and information among local, national, and international real estate industry leaders and policy makers dedicated to creating better places. Today it has more than 32,000 members worldwide. The ULI does not lobby or act as an advocate for any single industry. It is committed to providing leadership in the responsible use of land and creating and sustaining thriving communities.

# Project Objectives

In September 2013, consulting firm WRT reported to city leaders that Winter Park's absence of a shared consensus on community vision is holding the city back from realizing its full potential. The firm issued a report, *City of Winter Park: Analysis of Potential Policy and Regulatory Impediments to Economic Development*, which made the following observations:

The 2009 Comprehensive Plan does not include a "community vision," which was encouraged in language introduced into Chapter 163 in 2005. Most of the interviewed stakeholders concede that no community vision exists, although several partial or focused visioning efforts have been conducted in the past. The results have been mixed for various reasons.

Some of WRT's interviewees doubted the likelihood of ever arriving at a consensus vision, due to perceptions that differences of opinion in the community run too deep. WRT does not share this worry. However, we view the lack of a collective community vision as one of the fundamental causes of conflict over the comprehensive plan.

The consulting firm expressed the importance of a vision statement, which it said would set a tone and provide a "destination" for the comprehensive plan that every citizen can understand. The report further stated:

WRT recommends that the city consider engaging in a community-wide visioning process in the next couple of years, prior to the deadline to decide on the next full comprehensive plan update. We believe it is important having a community vision statement as the cornerstone of a comprehensive plan because the vision represents the consensus of its citizens. Consensus does not imply unanimity, but a process where everyone's input is carefully considered and the outcome best meets the needs of the community as a whole.

Not everyone needs to agree with every aspect of a vision statement, but if the consensus building process is conducted effectively, individual interests, concerns and aspirations are tested against the best interest of the community. As people work through issues, they have their own needs reflected back to them against the context of the community needs, which encourages them to consider interests beyond their own. For this reason, a consensus vision requires less enforcement (less regulation).

Against the backdrop of that 2013 report, the ULI TAP asked city commissioners pointed questions about what it will take to build a consensus vision and how they would go about doing it. The commissioners serve at-large and represent a constituency with diverse interests, and the leaders themselves are diverse in age, professions and political experience. Although they were interviewed separately, the commissioners were in agreement on several objectives.

City leaders made it clear they did not expect the TAP to handle the visioning process during the one-day panel meeting. Instead, the city asked for strategic advice from the panel on how to proceed. The panel's report is intended to aid the city in creating a project scope for hiring a consulting firm that will oversee the visioning process.



# Methodology

The Technical Assistance Panel met Sept. 23, 2014, for a one-day session in Winter Park to explore the current situation and make recommendations on how the city should proceed. Panelists were chosen for their extensive experience with similar projects and their knowledge of how to build community consensus. They were not connected with Winter Park or the Orlando region and were not familiar with the city's history or the discussion over recent developments.

The panelists were:

**Bob Rhodes** (TAP Chair) – an attorney and real estate development consultant in Jacksonville who formerly served as Executive Vice President of the St. Joe Company and as St. Joe's General Counsel. He held similar positions with Arvida Corporation and Disney Development Company. Rhodes administered Florida's growth management program and served as counsel to the Speaker of the Florida House of Representatives and as Assistant Director of the Washington, D.C., office of the Council of State Governments. He chaired state commissions that developed and subsequently recommended revisions to the state's growth management program. He also chaired the Tallahassee-Leon County Planning Commission, Jacksonville's Downtown Development Authority and Economic Development Commission, the Trust for Public Land's Northeast Florida Chapter, the Northeast Florida Regional Community Institute and the Florida Bar Administrative Law Section and Environmental Land Use Law Section.

**Robert Karn**, AIA, LEED AP – a Design Principal for Consilium Urban Design and Architecture, based in the Boston area. He has worked on numerous urban design plans in the United States, the Middle and Far East and Europe, including urban design, campus and civic planning for new towns in India, university campuses on the Eastern Seaboard, and transit-oriented development in the Northeast. Prior to locating in Boston, Karn practiced for 10 years in Germany collaborating on the reconstruction of East Germany after the destruction of the Berlin Wall. He formerly served as the Director of Design and Planning for the Denver Partnership, a 501c3 responsible for the development of the Downtown Area Plan 2000, which included creation of a long-term transit and transportation strategy, a comprehensive open space system, and extensive land use modification to stimulate downtown housing. Karn is also a founding member and faculty at the Center for Sustainable Urbanism.

**Jeff Pearlman** – immediate past Mayor of Delray Beach, where he served on the City Commission from 2000-07, including four years as Mayor, and was a finalist for Florida Mayor of the Year and World Mayor of the Year. Under his leadership, Delray Beach gained national recognition for its renaissance. Among his accomplishments: a Downtown Master Plan, creation of the cultural plan, passage of the 2005 Parks Bond, and a vision for the Congress Avenue corporate/innovation corridor. He championed walkability, design, smart growth, downtown housing, and mixed-used development, helping Delray Beach become a model for other small cities. Pearlman currently is CEO of Community Ventures and Executive Vice President of Business Development for CDS International Holdings, a private equity firm with a wide range of real estate, consumer and philanthropic interests. He has served on dozens of corporate and nonprofit boards.

The TAP interviewed each of Winter Park's five elected city leaders individually, in compliance with Florida's Sunshine Laws that call for discussion of any city business by two or more officials of the same government body to be open to the public. Those city leaders were:

- Mayor Ken Bradley
- Vice Mayor Steven Leary
- Commissioner Carolyn Cooper
- Commissioner Tom McMacken
- Commissioner Sarah Sprinkel

Each elected official described a scenario and offered opinions about how to build consensus among Winter Park's varied constituents. The TAP observed that there was much more consensus among the commissioners than even the leaders themselves realized. The commissioners' ideas followed several main themes, and the TAP captured those in this report.

After the individual interviews, the panel considered its recommendations. Later that day, the city held a public meeting where the TAP could present its findings to the entire commission as well as residents and local business leaders. About 60 people were in attendance.

## Common Themes

Each of the five commissioners spoke with the panel about specific questions and concerns from residents and business owners who have very definite opinions about the city's future. Panelists listened intently, asked questions, and then collaborated to compile an outline of common themes they had heard from the city's leaders. The TAP shared those themes with the audience during the public meeting and served as significant steppingstones toward development of the TAP's final recommendations.

Among the themes:

### Gathering Input on the Vision

- **Favor a value-based visioning process vs. specific issues** – When seeking input from the community, the visioning process should ask people to define their vision, rather than seek their opinions on certain points such as housing density, building heights, zoning or other specific issues.
- **Favor maximum inclusion** – The process should include as many residents and business owners as it can, rather than choosing a sampling of representatives.
- **Offer a variety of ways to participate** – Different people will respond to different methods of outreach, leaders told the TAP. Some will answer only a mailed survey, while others will respond only if the survey is online. Some will engage through social media, and others will not connect to the effort unless someone knocks on their doors and invites them to a neighborhood cookout.
- **Educate the public about the visioning process** – At the beginning, the education will be about the process itself and how and why they should participate. It will evolve into educating them about how the shared vision will affect their lives and how the city will use it to guide future decisions. The process should help define for residents what a vision is and what it is not. For instance, a vision is not a comprehensive growth plan.

### Defining the Vision

- **Identify problems to be solved** – The vision should address what's causing today's concerns as well as tomorrow's opportunities. In the visioning process, it will help to give examples of how the vision could be used in the future to solve issues the city will face.
- **Separate vision** – Creating the vision separately from other initiatives, such as the comprehensive plan, will give the city more flexibility to apply it to future decisions across the board instead of just when dealing with development, growth, zoning or other specific types of issues.

- **Actionable steps/direction desired** – The consulting firm hired to handle the visioning process must outline specific actionable steps the city should take and what each of those steps is expected to accomplish.
- **Solid results from dollars spent** – The visioning process should produce results that show a solid return on investment. This process will be performed with taxpayer dollars, and the city's residents and business owners will want to know that those were spent wisely.

## Language / Messaging

- **Strategic direction** – The plan for conducting the visioning process should address why the city needs a collective vision so it can be explained to community groups.
- **Avoid bias** – In the visioning process, no one group, neighborhood or population segment is more important than any other. The process and the messaging cannot show bias for the residents in mansions over those in modest homes, or for longtime residents over new neighbors, or for businesses on Park Avenue over those on U.S. 17-92.
- **Avoid terms that are too “technical”** – The process must address participants in layman's terms to fully engage them. If it's too technical, it won't resonate and the results will be skewed toward only those who understand city planning jargon.
- **Drill down by neighborhoods** – To reach the maximum number of people for their input, the visioning process should actively solicit input from each neighborhood and address its specific needs. In some parts of the city, neighbors will have known each other for years and will be happy to get together to talk about their ideas. In other areas, people will have to be coaxed out of their homes with an event that allows them to get to know each other and have an inclusive discussion about the city's future.
- **Identify Winter Park's role in the region** – The vision has to create clarity on Winter Park's relationship to the rest of Central Florida. It can't be created and implemented in a geographic bubble. The city's unique position in the middle of the Orlando metropolitan area makes it completely different from municipalities that are more isolated on the outskirts. People drive into Winter Park every day to enjoy its features, and they also travel through the city on their way from one place to another.
- **Add visuals to make it understandable** – Include photographs and graphics to show examples of what Winter Park's residents consider desirable and not acceptable. The visuals will provide the context for understanding the choices residents will need to make for their future.

## Steering Committee

- **Commissioners as champions, but not “owners”** – The city's elected officials should not spearhead the visioning process. It must be conducted and viewed as nonpolitical and as a community effort rather than an edict.
- **Critical to visioning process** – Establish a steering committee to manage the visioning process.
- **Diverse and representative of city** – To engage the most people and incorporate the rich diversity of the community, the committee should be made up of people from all parts of the city and a variety of interests.

# Recommendations

Based on their conversations with the city's leaders, input from the community at the public hearing, and their experience with other communities, the Technical Assistance Panel made several recommendations for the city to move forward:

## **1) Handle the process of hiring a consulting firm as an RFP.**

The city should focus on bringing in the most qualified bidders with the most creative ideas for handling a project that is so vital to the very essence of Winter Park's future. Consulting firms should be asked, "What is your experience, and how would you handle this project?" In selecting a consulting firm, the city should not choose based on lowest price but on the best idea, and then negotiate with the firm to be sure to meet Winter Park's budget for the project.

## **2) Make the vision a values-based process.**

The vision is not a comprehensive plan for growth. Instead, it's a North Star that serves as a guide for future decisions. It looks at a bigger picture than the requirements for a comprehensive plan found in Chapter 163 of the Florida Statutes. It looks at what its citizens value today, what the city's challenges will be tomorrow, how today's values may need to change to allow the city to sustain itself in the future, and how those changes will need to be translated into specific actions.

The vision should address questions such as:

- What physical, social, cultural and other factors do Winter Park residents use to identify the city?
- What characteristics define a good quality of life for Winter Park residents?
- What are the neighborhoods and districts that form Winter Park? What are their functions and boundaries?
- What should each part of Winter Park physically look like in the future?
- How should the city function as part of the economic region?
- What are the overarching goals of the city relative to what its residents want to preserve, revitalize or redevelop?
- What actions are necessary for Winter Park to promote healthy community design?
- What five things would improve the city of Winter Park, and how should they be prioritized?

## **3) Make diverse citizen engagement a priority.**

One of the primary purposes of preparing a vision is to engage the entire community in a discussion of what everyone values and how that translates into what they want the future to look like and how the city wants to function in the future. To that extent, you should always refer to the vision as a "Shared Vision."

## **4) Create a Steering Committee to oversee the project.**

The visioning process should start with the selection of a "Steering Committee" by the City Council. The Steering Committee should be diverse in membership relative to geography, income and sectors of the city's economic and business interests. Commissioners should agree on a method for appointing Steering Committee members, such as three from each commission district.

Once appointed, the Steering Committee should look at each neighborhood and determine whether any could be combined because they are homogeneous in character. Additionally, the committee may want to identify “character districts” that cross neighborhood boundaries such as Fairbanks Avenue, U.S. 17-92, or other segments of road corridors.

No member of the City Commission should serve on the Steering Committee, and members of the Steering Committee should lead any meetings with the City Commission. The Steering Committee should elect a chair and vice chair to work closely with the city staff and the consulting firm.

The Steering Committee should hold at least one meeting in each neighborhood and character district, if established, to assure an understanding of the issues and gauge the community values from residents and stakeholders within the district. The Steering Committee may form subcommittees to address particular subject areas that go beyond any one neighborhood or character district.

The Steering Committee should meet prior to each public meeting to review the information to be presented and make suggested revisions and/or additions. An additional meeting after the kickoff meeting may be necessary to further educate the Steering Committee regarding physical or economic conditions that may influence the vision.

## **5) Organize the vision around answering four questions.**

1. Where are we now?
2. Where are we going?
3. Where do we want to go?
4. How do we get there?

In addition to the standard boilerplate that is included in an RFP relative to the information requested from the city, such as the criteria for submissions and evaluation, each proposal for the work should be structured around how the consulting firm would address these four key questions. This will assure that the city is addressing all the work required in the RFP and will provide a basis for comparison. Again, it's important that the city not provide too many details in the RFP as to the content required under each question. This will allow each consulting firm to demonstrate its own creative approach.

The city should specify that it wants the selected consulting firm to use advanced visualization/computer tools that will help residents and business leaders understand with great clarity what Winter Park's various neighborhoods and character districts can look like and how they will physically function in the future. These tools also integrate critical aspects of environmental and financial sustainability. This clarity allows communities to base their decisions on a solid understanding of the costs and benefits associated with physical implications of the city building decision-making process.

It seems Winter Park is an appropriate community to lead in the evolution and use of these innovative tools. The visualization tools can help the city emphasize community-wide objectives such as healthy community design, open space and transit connectivity, affordable housing, and sustainable densities. These tools can also demonstrate for the community the possibilities of alternative futures.

## **6) Determine the status of the vision and how it will be used.**

Once the city receives the work back from the consulting firm it hires for the visioning process, the city will have to determine whether and how it will be implemented. Will the vision provide advisory guidance on certain decisions? Or will it provide mandatory or binding direction? Some governments have incorporated this type of a vision into their comprehensive plans and apply it in development decisions. Others use a vision for strategic guidance. That will be up to the city to decide after the vision is completed.



# Recommended Vision Scope of Work

Based upon the preceding recommendations, the Scope of Work for the Winter Park Vision should include the following information and components.

## 1. Mobilization

### 1.1. Project Kickoff

- 1.1.1. Project management and team responsibilities
- 1.1.2. Data availability
- 1.1.3. Finalize project schedule
- 1.1.4. Confirm public meeting venues and responsibilities
- 1.1.5. Establish social media plan

## 2. Public Engagement Process

### 2.1. Steering Committee Kickoff Meeting

- 2.1.1. Review vision process and Steering Committee roles and responsibilities
- 2.1.2. Confirm Steering Committee schedule
- 2.1.3. Establish neighborhood and district subcommittees as necessary
- 2.1.4. Confirm character districts
- 2.1.5. Discuss speaker options for kickoff and public forums
- 2.1.6. Confirm social media plan

### 2.2. Implement Public Engagement Process

- 2.2.1. Assist the city in implementing the public engagement process through preparation of documents and materials required to support the following public meetings.
- 2.2.2. Recommend and work with the city to implement the social media program that will be used to inform the public of the visioning process, its progress and its results.
- 2.2.3. Assist the city in developing a survey of city residents and performing keypad polling of attendees at Steering Committee and district meetings.

### 2.3. Public Information Meeting (Kickoff Vision Project Open House)

- 2.3.1. Introduce vision process and objectives
- 2.3.2. Introduce steering committee
- 2.3.3. Communicate vision schedule
- 2.3.4. Communicate social media program and opportunities

### 2.4. Public Forum I (Where Are We Now? Where Are We Going?)

- 2.4.1. Convey latest socio-demographic data/maps on Winter Park
- 2.4.2. Describe trend map(s) based on build-out scenario(s)
- 2.4.3. Breakout sessions to address SWOT analysis (strengths, weaknesses, opportunities, threats)
- 2.4.4. Summary of SWOT conclusions

## **2.5. Neighborhood and Character District Meetings**

- 2.5.1. Meetings with residents and stakeholders of each neighborhood or character district – to relate results of trend SWOT analysis and refine based on specific neighborhood or character district input
- 2.5.2. Summary of district SWOT issues
- 2.5.3. Summary of SWOT analysis and district input
- 2.5.4. Assess Community Values — will be used to guide development of the vision and should address questions such as:
  - What physical, social, cultural and other factors do Winter Park residents use to identify the city?
  - What characteristics define a good quality of life for Winter Park residents?
  - What are the neighborhoods and districts that form Winter Park? What are their functions and boundaries?
  - What should each part of Winter Park physically look like in the future?
  - How should the city function as part of the economic region?
  - What are the overarching goals of the city relative to what its residents want to preserve, revitalize or redevelop?
  - What actions are necessary for Winter Park to promote healthy community design?
  - What five things would improve the city of Winter Park, and how should they be prioritized?

## **2.6. Community Forum II (Where Do We Want to Go?) Vision Scenarios**

- 2.6.1. Summary of community values assessment
- 2.6.2. Build-out scenario(s) based on neighborhood and character district input
- 2.6.3. Vision statement and strategic objectives
- 2.6.4. Keypad polling to gauge consensus

## **2.7. Community Forum III: (How Do We Get to Our Destination?) Vision and Action Plan Presentation by Steering Committee**

- 2.7.1. Summary of the vision plan
- 2.7.2. Recommended actions to achieve the vision
- 2.7.3. Recommended actions to monitor progress and make necessary adjustments
- 2.7.4. Recommended actions to market the vision

## **2.8. Steering Committee**

- 2.8.1. Prepare for and attend each meeting of the Steering Committee. The Steering Committee must be formed prior to beginning the public engagement process and at a minimum will include one representative from each of the defined districts. The Steering Committee should meet prior to each public meeting to review the information to be presented and make suggested revisions and/or additions. Subcommittees of the Steering Committee may be developed to consider particular aspects of the vision. An additional meeting after the kickoff meeting may be necessary to further educate the Steering Committee regarding physical or economic conditions that may influence the vision.

## **2.9. Social Media Plan**

- 2.9.1. Recommend social media to be used to inform and solicit community feedback
- 2.9.2. Provide keypad polling or similar equipment to gauge community consensus at steering committee and community district meetings
- 2.9.3. Assist city staff in preparing survey questions to assess city values

### **3. Preparation of the Vision and Action Plan**

#### **3.1. Data Collection and Analysis (Where Are We Now?)**

- 3.1.1. Assembly of latest socio-economic data to demonstrate current conditions in the city and comparison to other cities of similar size and location in the metropolitan area
- 3.1.2. Growth forecasts – Use the University of Florida Bureau of Economic and Business Research (BEBR) and other sources to forecast probable growth in the city and how it will impact the demand for residential and non-residential development and the demand on key city infrastructure and services.

#### **3.2. Trend Scenario Mapping, SWOT Assessment and Neighborhood and Character District Values Assessment (Where Are We Going?)**

- 3.2.1. Prepare a trend map for the city illustrating what build-out of the city may look like, including probable redevelopment scenarios. Use advanced visualization computer tools to demonstrate the trend map. This is not a land use plan and should use categories and vocabulary significantly different than those used in the City Land Use Plan.
- 3.2.2. Prepare a map of each neighborhood and character district in the city for use in district meeting and SWOT assessment.
- 3.2.3. Prepare PPT and appropriate handouts to inform citizens of the key data points and trend development scenarios.
- 3.2.4. Prepare for and facilitate Community Forum I.
- 3.2.5. Prepare for and facilitate neighborhood and character district meetings including refinement of SWOT and performance of values assessment.

#### **3.3. Preparation of Draft Winter Park Vision Scenario(s) (Where Are We Going?)**

- 3.3.1. Prepare summary results of the SWOT analysis and the values assessment held in each of the neighborhoods and character districts.
- 3.3.2. Prepare the draft Vision Statement and Strategic Objectives for achieving the vision. The consultant will also prepare an illustration of what Winter Park would look like if the vision were achieved. This illustration should use advanced visualization computer tools to demonstrate the trend map.
- 3.3.3. Facilitate Community Forum II to inform city residents of the results of previous tasks and to (using keypad polling or other similar assessment mechanism) assess consensus for the results of the SWOT, Community Values Assessment and Draft Vision.

#### **3.4. Preparation of City of Winter Park's Shared Vision and Action Plan (How Do We Get There?)**

- 3.4.1. Prepare the final draft of the city's Shared Vision and an Action Plan for assuring its achievement. The plan must include an analysis illustrating how the plan achieves the principle values for the city that resulted from the public engagement process and must include strategic objectives and benchmarks for achieving those objectives that allow the city to measure progress over time and make adjustments, when necessary.
- 3.4.2. The Action Plan must address how the city will market the vision to assure that all decisions are being viewed through the context of consistency or realization of the Shared Vision.
- 3.4.3. Facilitate the final Community Forum III to inform city residents and stakeholders about the Shared Vision and Action Plan.
- 3.4.4. Preparation of a PPT executive summary of the Shared Vision for use by the city and key organizations to market the Shared Vision inside and outside the city of Winter Park.

#### **3.5. Presentation to City Commission**

- 3.5.1. Assist the Steering Committee and staff in the presentation of the Shared Vision to city commission for its acceptance.



**Urban Land Institute** **Central Florida**

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# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	January 26, 2015
prepared by department division	City Manager	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N A		final vote
strategic objective	<input type="checkbox"/> Exceptional Quality of Life <input type="checkbox"/> Fiscal Stewardship <input type="checkbox"/> Intelligent Growth & Development <input type="checkbox"/> Public Health & Safety <input checked="" type="checkbox"/> Investment in Public Assets & Infrastructure		

## subject

Continue discussion of the potential acquisition of the USPS property

## motion | recommendation

Staff recommends delaying the decision on the acquisition of the USPS site and issuing an NOD (Notice of Disposal) to sell the Progress Point property in order to determine how much funding is available for the possible USPS acquisition.

## background

At the January 12, 2015 meeting the Commission discussed the opportunity to acquire the USPS property in Winter Park. The details of that purchase opportunity are on the attached title sheet from that meeting. The Commission directed staff to bring the issue forward to this meeting for further discussion and possible action.

As stated in the previous meeting, staff’s recommendation as to how to pay for the acquisition of the USPS site would be from the proceeds of the sale of the Progress Point property. Upon further reflection and discussion amongst staff we believe it would be better to take that action first, so that we know how much funding we have to work with.

At a February 2013 work session there was consensus of the Commission to dispose of the Progress Point property but staff held off on that action as the baseball stadium talks occurred and then the Library talks began. With that location removed from the discussions for those purposes it can now be actively marketed.

Staff recommends delaying the decision on the acquisition of the USPS site and issuing a NOD for the sale of the Progress Point property. The response would include what the developer would do with the property along with how much they would pay for it. The Commission could then pick the proposal that best fits with the

character of the Orange Avenue corridor, not necessarily the one that would pay the most for the property. It could also reject the proposals if none fit the character or the price is unacceptable.

Since the USPS is not actively trying to market their property in Winter Park, a delay in the decision whether or not to acquire the property should not affect its availability to the City. The one risk of this strategy would be that the property staff has located for the joint carrier site might sell to someone else in the meantime, but if that happens we can continue our search.

### **alternatives | other considerations**

1. Hold off for now with the hope that the USPS property will be obtainable for closer to market value in the future.
2. Hold off for now and continue to explore legislative help to acquire the property.

### **fiscal impact**

To be determined.





# city commission agenda item

item type	City Manager's Report	meeting date	January 12, 2015
prepared by	City Manager	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N A
department	Administration		
division			
board approval		<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N A	final vote
strategic objective	<input type="checkbox"/> Exceptional Quality of Life <input type="checkbox"/> Intelligent Growth & Development <input checked="" type="checkbox"/> Investment in Public Assets & Infrastructure	<input type="checkbox"/> Fiscal Stewardship <input type="checkbox"/> Public Health & Safety	

## subject

Status of negotiations to acquire United States Postal Service (USPS) property located at 300 N. New York Avenue.

## motion | recommendation

Provide direction to city staff.

## background

One of the long-range goals of the City Commission has been to acquire the USPS property on New York Avenue. Several months ago Congressman Mica arranged a meeting with the Mayor, City Manager and the Vice President of Facilities for the USPS to discuss what it would take to acquire the property. Since that time staff has been exploring options that would meet the requirements set by the USPS to acquire the property. Before staff spends a lot more time on the project we want to make sure that the parameters of the deal are in the range within which the Commission is willing to move forward.

In general, the requirements are as follows: The city would need to replace the carrier site or consolidate it with either the Metric Drive carrier site or the Orlando Fashion Square Mall carrier site. Specifications were provided for the space needs for each option. In addition, the USPS requires that the retail space remain in the downtown core of Winter Park and the space needs for that function were provided.

Another condition of the sale is that the market value of the property the USPS would be receiving must equal or exceed the market value of the New York property they would be giving up. If it is not at least equal, the city would need to make up the difference in cash.

Staff has located a property near the Fashion Square Mall that would accommodate the consolidation of the of the Winter Park and Fashion Square Mall carrier sites and is in negotiations to see if we can agree upon a price. The estimated cost to put the carrier site at that location, including the land acquisition is in the range of \$5.5 to \$6.5 million.

The retail component could be accommodated either as part of a new library building, or on the city hall site, or on the north end of the existing USPS site. The estimated cost to build the retail component is between \$1.1 and \$1.5 million. Staff would recommend the city retain ownership of the building housing the retail component and provide a long-term lease at a low cost. This way, if the USPS ever leaves Winter Park for any reason, that property would return to the City.

Therefore the total cost for the replacement facilities is estimated to be between \$6.6 and \$8 million. The existing post office property including the building appraised at \$1,780,000 As Is and \$2,370,000 if the whole site were rezoned to PQP, so there would be no need for an additional cash payment. A copy of the executive summary of the appraisal is attached.

When the Commission has discussed this property in the past, the Commission seemed to concur that it is important for the City to ultimately control this piece of property. The policy question is whether or not it is worth paying this much of a premium now in order to guarantee that the City obtains the property? If the consensus is yes, then staff will move forward with a formal offer on the carrier site property and in fine tuning the actual costs to bring back to the Commission for consideration.

Staff is seeking direction from the Commission on how it wishes to proceed.

#### **alternatives | other considerations**

1. Hold off for now with the hope that the USPS property will be obtainable for closer to market value in the future.
2. Hold off for now and continue to explore legislative help to acquire the property.

#### **fiscal impact**

If the Commission chooses to proceed for now and eventually approves the purchase, staff would recommend using the proceeds from selling the Progress Point property and possibly the Blake Yard property towards meeting the financial obligations of this deal.



**MERIDIAN**  
APPRAISAL GROUP

**AN APPRAISAL OF**  
THE U.S. POST OFFICE - WINTER PARK  
LOCATED ON THE SOUTHEAST CORNER OF NEW YORK  
AVENUE AND CANTON AVENUE IN WINTER PARK,  
ORANGE COUNTY, FLORIDA 32789

**PREPARED FOR**  
CITY OF WINTER PARK  
401 PARK AVENUE SOUTH  
WINTER PARK, FLORIDA 32789

**ATTN: MR. RANDY KNIGHT, CITY MANAGER**  
**CITY OF WINTER PARK**

**DATE OF VALUATION**  
DECEMBER 12, 2014

**DATE OF REPORT**  
DECEMBER 26, 2014

**PREPARED BY**  
**MERIDIAN APPRAISAL GROUP, INC.**

ANGELA L. BROWN, MAI, VICE PRESIDENT  
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ 805

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WINTER SPRINGS COUNTY, FLORIDA 32708  
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December 26, 2014

Mr. Randy Knight  
City of Winter Park  
401 Park Avenue South  
Winter Park, Florida 32789

**Re: An appraisal of the U.S. Post Office - Winter Park located in the city of Winter Park, Orange County, Florida 32789.**

**Meridian File No: 14-ONP**

Dear Mr. Knight:

This appraisal report is intended to set forth our valuation conclusion pertaining to the U.S. Post Office - Winter Park located on the southeast corner of New York Avenue and Canton Avenue in the city of Winter Park in Orange County, Florida. The site address is 300 North New York Avenue, Winter Park, Florida 32789.

The subject site contains 2.012 gross acres all of which is usable. The north half of this irregular site backs up to the FEC Railroad/SunRail tracks along its east boundary; the rectangular south half of the site backs up to Winter Park's Central Park. The property has ample exposure and adequate access from New York Avenue.

The subject's improvements are a one-story distribution warehouse built-to-suit for use as a post office. This 23,106 square foot building was built in 1965 and has been well maintained. This office/warehouse building is 100% air conditioned and features a retail lobby on its south end, perimeter offices and a covered loading dock on its north end. Approximately 38% is partitioned as retail lobby and offices; 62% of the building is dock-height distribution warehouse with a 16' clear height. Although there are only 19 paved customer parking spaces in front by the retail lobby, the north end of the site has another 95 parking spaces for postal employee parking, mail trucks and the loading dock. The property also is very nicely landscaped.

This property has mixed zoning, consisting of PQP, Public and Quasi-Public (north half of site) and PR, Parks and Recreation (south half of site). The building improvements are located on the south half of the site. The south half of the site is currently zoned PR, Parks and Recreation with an Open Space and Recreational Future Land Use. In order to illustrate the impact of this highly restrictive zoning/land use classification on the Market Value of the property, we have also been asked to provide a Market Value under the Hypothetical Condition that the entire property is assumed to be zoned PQP (Public, Quasi-Public) with an Institutional Future Land Use.

The purpose of this appraisal is to derive the "As Is" Market Value of the Fee Simple interest in the U.S. Post Office - Winter Park as of December 12, 2014, our most recent date of inspection of the subject property; as well as the Market Value under the Hypothetical Condition that the entire property is assumed to be zoned PQP (Public, Quasi-Public) with an Institutional Future Land Use. The date of this report is December 26, 2014.

The intended use of this appraisal is to provide the client an "As Is" Market Value as well as the Market Value under the Hypothetical Condition that the entire property is assumed to be zoned PQP (Public, Quasi-Public) with an Institutional Future Land Use of the U.S. Post Office - Winter Park to aid in the decision making process regarding potential acquisition and/or disposition. The intended user of this report is the City of Winter Park, to the attention of Mr. Randy Knight. No other use or users are intended.

The property is further described by both legal and narrative descriptions within the text of the following appraisal report. General Assumptions, Limiting Conditions and certain Extraordinary Assumptions



MR. RANDY KNIGHT  
 DECEMBER 26, 2014  
 PAGE TWO

concerning the valuation of the subject project can be found following this section of the report. This appraisal report was prepared under Standards Rule 2-2(a) and performed under Standard 1 of the Uniform Standards of Professional Appraisal Practice (USPAP).

As a result of our investigations into those matters, which affect Market Value, and by virtue of our experience and training, we have formed the opinion that the "As Is" Market Value of the Fee Simple interest in the subject property as of the date of valuation, December 12, 2014, was:

**"AS IS" MARKET VALUE**  
**ONE MILLION SEVEN HUNDRED EIGHTY THOUSAND DOLLARS**  
**(\$1,780,000) \***

We have also formed the opinion that the Market Value under the Hypothetical Condition that the entire property is assumed to be zoned PQP (Public, Quasi-Public) with an Institutional Future Land Use of the subject property as of December 12, 2014 was:

**MARKET VALUE "AS IF REZONED PQP"**  
**TWO MILLION THREE HUNDRED SEVENTY THOUSAND DOLLARS**  
**(\$2,370,000) \***

**\* Please see Extraordinary Assumptions, Limiting Conditions and Hypothetical Conditions.**

The above findings infer that the property's Market Value "as improved" is generally unaffected by the underlying PR zoning, because the existing improvements are considered to be a "grandfathered in" non-conforming use insofar as the underlying Open Space and Recreation FLU/Parks and Recreation zoning. Having said that, if the entire site was vacant and rezoned PQP with an Institutional FLU, the underlying land value (for redevelopment) far exceeds the value of the property "as improved".

The following report was prepared in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. As such, it conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) that became effective January 1, 2014. This report meets or exceeds the guidelines of Federal, Financial Institutions Reform, Recovery and Enforcement Act of 1989 (Title XI of FIRREA) and subsequent updates, as amended, as issued by the Office of the Comptroller of Currency.

This letter of transmittal precedes the appraisal report, further describing the subject property and containing the reasoning and pertinent data leading to the final value estimates.

Respectfully submitted,

**Meridian Appraisal Group, Inc.**

*Angela L. Brown*  
 Angela L. Brown, MAI, Vice  
 President  
 2014.12.26 12:12:57 -05'00'

Angela L. Brown, MAI, Vice President  
 State-Certified General Real Estate Appraiser RZ 805

*Frank W. Schieber*  
 Frank Schieber, MAI, CCIM  
 2014.12.26 11:01:54 -05'00'

Frank W. Schieber, MAI, CCIM, Senior Appraiser  
 State-Certified General Real Estate Appraiser RZ 124  
 ALB:FWS:dmh





# city commission public hearing

item type	Public Hearing	meeting date	January 26, 2015
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

**Subject: Consolidation of 1251 and 1252 Lakeview Drive.**

Mr. Joseph Passalaqua (as represented by Rebecca Wilson) is requesting approval to consolidate the two properties of 1251 Lakeview Drive and 1252 Lakeview Drive into one property. That will enable the non-lakefront portion at 1251 Lakeview Drive to be used as the site for the principal single family residence and allow the lakefront portion at 1252 Lakeview Drive to be used for accessory structures permitted by Code such as a guest house, swimming pool, etc.

In September the P&Z Board reviewed an alternative request for an after-the-fact subdivision or lot split approval so that the property at 1252 Lakeview Drive would be determined to be a buildable lot. The P&Z Board recommended denial of that request and it was subsequently postponed prior to City Commission consideration in order to pursue this request.

**Planning and Zoning Board Recommendation:**

**Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the request to consolidate 1251 and 1252 Lakeview Drive subject to the voluntary restrictions offered by the applicant that:**

- 1. 1251 Lakeview Drive is limited to a residence up to 4,500 sq. ft. if 1252 Lakeview Drive is developed with a guest house/pool cabana (up to 1,000 sq. ft.) in accordance with Section 58-71(i); or**
- 2. 1251 Lakeview Drive may be developed as a residence of up to 5,200 sq. ft. if there is no development (other than a swimming pool) on 1252 Lakeview Drive.**

**Motion carried unanimously (7-0).**

**Summary:**

**Consolidation Request:** As indicated, the desire of the applicant is to combine the two properties so that non-lakefront portion (1251 Lakeview) can be used for the principal residence and the lakefront portion (1252 Lakeview) can be used for accessory structures such as a guest house and/or swimming pool. The applicant understands that on the lakefront portion, the Planning Board would have to approve any future structures pursuant to the typical lakefront review process.



Guest houses are permitted as an accessory structure on any single family residential property. Per Section 58-71 (i) (8) such guest houses are limited to no more than 1,000 square feet in size. They can only be used by family members, guests or household staff. They cannot be rented out. There can be no separate electric meter and a deed restriction must be executed and recorded so that current and future owners are aware of these restrictions and limitations.

On the non-lakefront portion (1251 Lakeview) the normal single family regulations would apply. The existing single family home may be redeveloped up to a floor area of 5,200 sq. ft. based on the lot area of 11,731 sq. ft. The applicant has agreed to limit the size of any future home to no more than 4,500 square feet, if a guest house is built on the lakefront (1252 Lakeview) portion.

The net result of this voluntary offer is to limit the FAR on the 1252 Lakeview portion to 38% (versus code maximum of 43%) and to limit the FAR on the 1251 Lakeview portion to a maximum of 10% (based on a maximum 1,000 sq. ft. guest house). These are significant voluntary reductions in the square footage of future structures. That is consistent with the intent of the lot consolidation regulations to maintain appropriate size and scale as a net result of the consolidations.

In September when the Planning Board was discussing the lot split, the staff made the point that while 1252 Lakeview Drive is not a buildable lot, it is not without value to the owner. The property now holds a boathouse which provides access to the Chain of Lakes and contributes value to the property across the street at 1251 Lakeview Drive. This connection of ownership is not unlike others along Lakeview Drive that have their lakefront access and boathouse across the street from the homesite. It then makes sense that since the 1252 Lakeview portion is already providing lakefront access via the boathouse to the 1251 Lakeview Drive portion that the two portions be allowed to legally be consolidated.

This request and the voluntary restrictions are consistent with the intent of the City's lot consolidation regulations.

## **Applicable Comprehensive Plan Policy and Land Development Code text:**

**Policy 1-3.6.9: Lot Consolidations.** The City shall draft land development regulations which would require Planning Commission recommendation and City Commission approval for the consolidation or aggregation of residential lots in order to preclude the formation of lot sizes and resultant larger building sizes that may be out of scale and size with existing street or neighborhood character. Lot consolidations resulting in the addition of more than 25 feet of new lot width and if such consolidation also results in consolidated new lot sizes greater than 150% of the lot width or lot area standards shall require the approval by the City Commission. The City Commission in consideration of lot consolidation requests may limit the applicable floor area ratio as a condition of approval in order to preserve neighborhood scale and character. *Policy amended to reflect changes as adopted on October 11, 2010 per Ordinance 2825-10.*

### **Sec. 58-392. - Lot consolidations of residential lots.**

(a)

Pursuant to the policies of the comprehensive plan regarding residential lot consolidations, planning commission recommendation and city commission approval is required for the following types of lot consolidations of residential lots (or portions thereof):

(1)

The new consolidated lot's dimensions are 150 percent greater than certain dimensional standards for that area, as described below:

a.

For a property on a block composed of properties where the average lot frontage is greater than 60 feet, approval is required where the new lot's frontage or area will be 150 percent greater than the minimum lot frontage or area requirements for that zoning district. For example, for a property zoned R-1A, the 150 percent threshold shall be met if the new lot exceeds by 150 percent the R-1A minimum 75-foot lot width or the minimum 8,500 square foot area.

b.

For a property on a block composed of properties where the average lot frontage is less than or equal to 60 feet, approval is required where the new lot's frontage or area will be 150 percent greater than the average frontage or area on that block; or

(2)

The new lot will be 150 percent greater than the existing lot through the aggregation of lot(s) (or portions thereof) which: (1) are located behind the subject property, and (2) front on another street.

(b)

Exceptions. Notwithstanding the requirements of subsection 58-392 (a) above, a lot consolidation approval by the city commission shall not be required for the following:

(1)

The new lot adds 25 feet or less of width. However, this exception shall not apply to new lots which add lot depth.

(2)

The property owner voluntarily executes a binding deed restriction to run with title to the entire parcel which limits and restricts the maximum allowable floor area ratio to the total square footage that would have been permitted prior to the consolidation. Said deed restriction shall prohibit the removal of the deed restriction without the express approval of the

city commission. Any subsequent request for removal of the deed restriction shall comply with the process and procedures for lot consolidation as outlined in this section.

(c)

The following shall be considered in the review of residential lot consolidations:

(1)

The proposal will not adversely affect access, design or other public safety concerns relevant to the original approval of plats, if any;

(2)

The proposal will not violate any plat conditions;

(3)

The proposal will not violate this Code;

(4)

The proposal will not invalidate any easements;

(5)

No new streets will be created; and

(6)

The proposal will not be out of scale with the existing street or with the neighborhood character.

(d)

In their consideration of lot consolidation requests, the city commission may limit the applicable floor area ratio, require greater setbacks or impose other restrictions as a condition of approval in order to preserve neighborhood scale and character.

(e)

The public notice, process and procedure for the review of lot consolidation requests shall be the same as for the review of subdivision plats in sections 58-373-58-376.

## **Sec. 58-71. General Provisions for Residential Zoning Districts.**

(i) *Accessory buildings, structures, air conditioning equipment and other accessory uses in residential zones.*

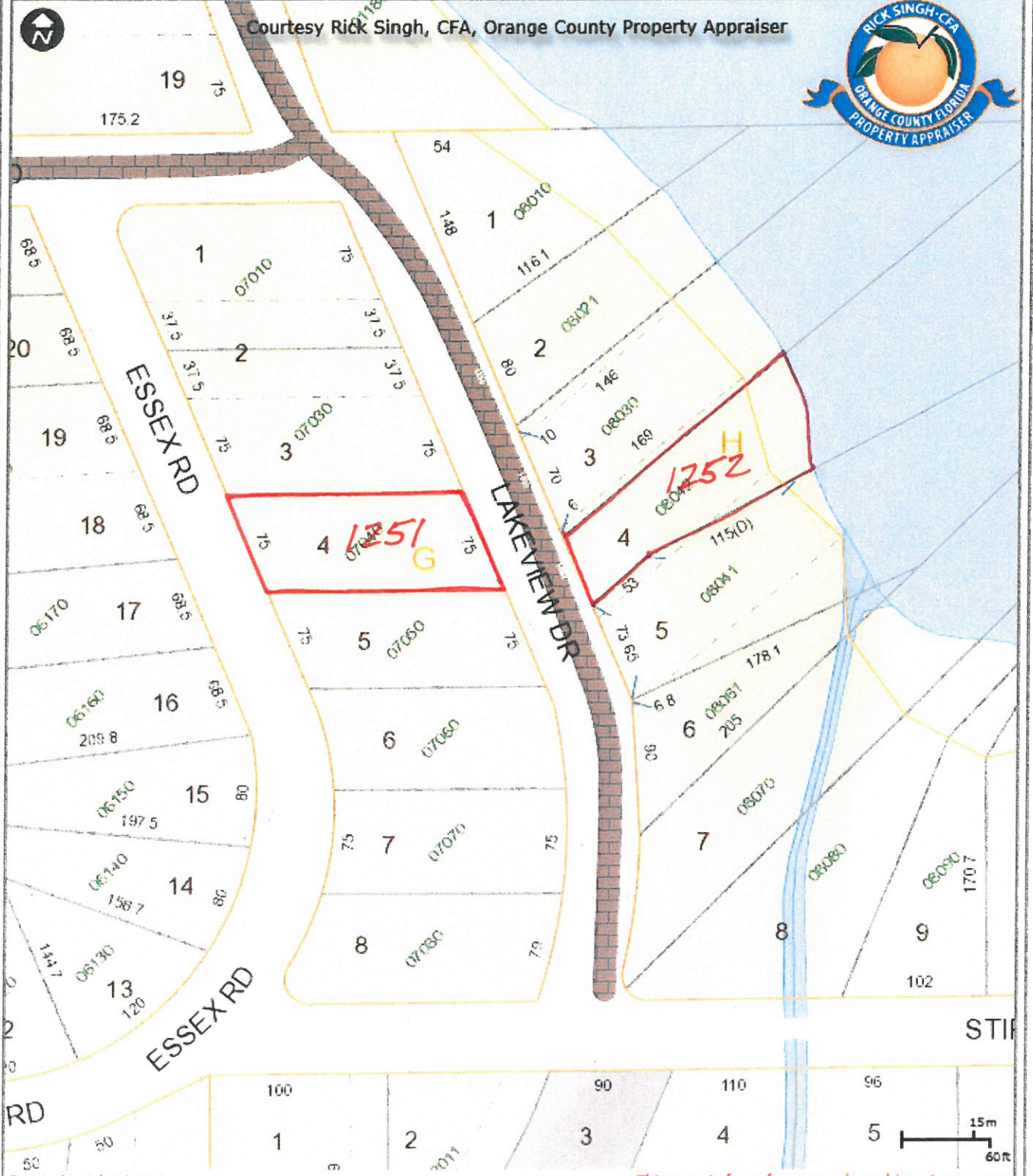
(8) Guest houses or garage apartments are permitted accessory uses when they provide accommodations for guests, servants or members of a family occupying the main building on the same property. Guest houses or garage apartments shall not exceed 1,000 square feet of floor area. Guest houses or garage apartments as permitted accessory uses may not have a kitchen area or cooking facilities. They also may not have separate utility meters or be rented, let or hired out for occupancy whether compensations be paid directly or indirectly. In order to insure that these provisions are understood as ownership of property transfers and to protect the city from a proliferation of prohibited nonconforming rental uses, all applicants for building permits for guest houses or garage apartments, or for the substantial improvement of same shall record a deed restriction outlining the above restrictions and conditions of that building permit. That deed restriction shall be recorded prior to the issuance of the building permit and shall be removed only with the consent of the city. Substantial improvement for the purposes of this section shall be work totaling more than twenty-five (25%) percent of the replacement construction value of the original accessory structure.



**OCPA Web Map**

Major Roads	Proposed Road	Residential	Commercial/Industrial/Vacant Land	Parks	Lot Number
Florida Turnpike	Brick Road	Agriculture	Agricultural Curtilage	Lakes and Rivers	Parcel Number
Interstate 4	Galad Roads	Commercial/Institutional	Hydro	Building	Parcel Address
Toll Road	Road Under Construction	Lot Line	Waste Land	Block Number	Parcel Dimension

Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 12/16/2014

This map is for reference only and is not a survey.

November 10, 2014

**SENT VIA E-MAIL &  
REGULAR U.S. MAIL**

Jeff Briggs, Planner  
Winter Park Planning Dept.  
401 Park Avenue South  
Winter Park, FL 32789

**Re: Lot Consolidation 1252 and 1251 Lakeview Drive**

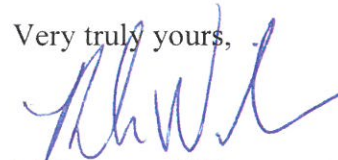
Dear Jeff:

As you know, this firm represents the owner of 1252 and 1251 Lakeview Drive. The property located at 1252 Lakeview Drive is currently the subject of a requested lot split. The neighbors on either side of 1252 Lakeview Drive spoke in opposition to the proposed lot split. In order to most amicably resolve the buildability of 1252 Lakeview Drive, its owner would instead offer to consolidate this lot with the lot across the street at 1252 Lakeview Drive. We would agree to the following deed restrictions on the consolidated lot:

- (1) 1251 Lakeview Drive (R-1AA) is limited to a residence up to 4,500 sq. ft. and 1252 Lakeview Drive can only be developed along with a pool, as a guest house/pool cabana up to 1,000 sq. ft. in accordance with Section 58-71(i); or
- (2) 1251 Lakeview Drive may be developed as a residence of up to 5,200 sq. ft. if there is no development (other than a pool) on 1252 Lakeview Drive.

Please call me if you have any questions.

Very truly yours,



M. Rebecca Wilson

MRW/nle



# city commission public hearing

Item type	Public Hearing	meeting date	January 26, 2015		
prepared by	David Zusi	approved by	<input checked="" type="checkbox"/>	City Manager	
department	Utility Administration		<input checked="" type="checkbox"/>	City Attorney	
division	Waste Water Treatment		<input type="checkbox"/>	N/A	
board approval	Utilities Advisory Board	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> N/A	7:0 final vote
strategic objective	<input type="checkbox"/> Exceptional Quality of Life		<input type="checkbox"/>	Fiscal Stewardship	
	<input type="checkbox"/> Intelligent Growth & Development		<input checked="" type="checkbox"/>	Public Health & Safety	
	<input type="checkbox"/> Investment in Public Assets & Infrastructure				

## subject

Amending portions of Chapter 102 regarding Industrial Waste Pre-Treatment

## motion | recommendation

Commission approval of the recommended changes attached.

## background

Approximately 85 percent of the wastewater generated in the Winter Park wastewater service area is treated by the City of Orlando. As their customer we are required to have agreements in place to regulate the pre-treatment and management of wastewater that is eventually treated by Orlando. Attached are copies of the ordinance tracking the proposed additions and deletions, and a clean copy of the new proposed ordinance. The most significant changes to the ordinance are summarized below.

Ordinance 102.86 Article IV, Sewer and Sewage Disposal relating to industrial waste treatment requires updating to include:

- Removal of fee schedule for ERC (Equivalent Residential Meter) Table
- Addition of Private Lift Station maintenance, signage and inspection
- Removal of Contaminants Table
- Registration of Grease Haulers
- Grease trap sizing calculations
- Establishment of Penalties for violations over six consecutive months
- Alternate trap sizing for space limitations
- Expanded Grease Trap Enforcement, fee recovery and Petroleum and Water Separators for Automotive related businesses

## alternatives | other considerations

None

## **fiscal impact**

None



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING PORTIONS OF CHAPTER 102, UTILITIES, ARTICLE IV, SEWERS AND SEWAGE DISPOSAL, OF THE CODE OF ORDINANCES, AS WELL AS CREATING THE CITY OF WINTER PARK GREASE MANAGEMENT ORDINANCE, SECTIONS 102-115.01 THROUGH 102-115.14; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Winter Park’s wastewater is processed by City of Orlando, and Winter Park desires to formally adopt the City of Orlando’s Maximum Contaminant Levels (MCLs) to ensure Orlando will continue to accept Winter Park’s wastewater; and

**WHEREAS**, the City of Orlando is requiring the City to formally adopt the City of Orlando’s Grease Management Ordinance, which are being included in Sections 102-115.01 through 102-115.14 of the Winter Park City Code; and

**WHEREAS**, this Ordinance promotes the health, safety and welfare of the City residents; and

**WHEREAS**, words with double underline shall constitute additions to the original text and strike through text shall constitute deletions to the original text, and asterisks (\* \* \*) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK AS FOLLOWS:**

**Section 1.** Recitals. The foregoing recitals are hereby adopted and confirmed.

**Section 2.** Portions of Chapter 102, Utilities, Article IV, Sewers and Sewage Disposal, are hereby amended to read as shown on Exhibit “A” attached hereto, and the City of Winter Park Grease Management Ordinance is created, being codified at Sections 102-115.01 through 102-115.14.

**Section 3.** Incorporation Into Code. This ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

**Section 4.** Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**Section 5.** Conflicts. All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

**Section 6.** Effective date. This ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, held at City Hall, Winter Park, Florida, on the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor Kenneth Bradley

Attest:

\_\_\_\_\_  
Cynthia Bonham, City Clerk

## EXHIBIT “A”

### Division 1

- 102-86 Definitions
- 102-87 Scope
- 102-88 Penalties
- 102-89 Powers and Authority of inspectors
- 102-90 Enforcement
- 102-91 Allocation of sewage treatment capacity
- 102-92 ~~Connection~~ Impact Fees
- 102-93 Use of public sewers required
- 102-94 Private sewage disposal
- 102-95 Building sewers and connections
- 102-96 Protection from damage
- 102-97 Unauthorized use of sewer system
- 102-98 Renewal of occupational license subject to adequate pollution control facilities

### Division 2

- 102-111 Discharge of storm water, drainage and other waters
- 102-112 Prohibited discharges – Generally
- 102-113 Same – Specific substances
- 102-114 Pretreatment
- 102-115 Interceptors
- 102-116 Industrial wastewater discharge permits
- 102-117 Control manholes
- 102-118 Measurements, tests and analyses
- 102-119 Special Agreements
- 102-120 Frequency of measurements
- 102-121 Spill containment plan
- Secs. 102-122--102-130. Reserved.

## DIVISION 1. GENERALLY

### Sec. 102-86. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abnormal strength wastes* means wastes containing BOD above 300 mg/l and any waste containing fats, waxes, grease or oil in excess of 100 mg/l and suspended solids above 300 mg/l.

*Act or the act* means the Federal Water Pollution Control Act, also known as the Clean Water Act (CWA), 33 USC 1251 et seq., as amended.

*Biochemical oxygen demand (BOD)* means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees Celsius, expressed in milligrams per liter.

*Building drain* means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and which conveys it to the building sewer beginning ten feet outside the building wall.

*Building sewer or lateral* means the extension from the building drain to the public sewer or other place of disposal.

*Garbage* means solid waste from the domestic and commercial preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

*Indirect discharge* means the discharge or the introduction of nondomestic pollutants from any source regulated under section 307(b) or (c) of the act (33 USC 1317) into the POTW including holding tank waste discharged into the system.

*Industrial user* means a source of nondomestic wastes entering the publicly owned treatment works, provided that such source is regulated under section 307(b) or (c) of the act (33 USC 1317).

*Industrial wastes* means the liquid wastes resulting from the processes employed in industrial, trade or business establishments.

*Interference* means the inhibition or disruption of the POTW treatment processes or operations or contributing to a violation of any requirement of an NPDES permit. The term includes prevention of sewage sludge use or disposal by the POTW in accordance with section 405 of the act (33 USC 1345) or any criteria, guidelines or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act or more stringent state criteria (including those contained in any state sludge management plan prepared pursuant to title IV of SWDA) applicable to the method of disposal or use employed by the POTW.

*Multifamily dwelling* means any structure or group of structures with the capacity to house eight or more families in a residential setting.

*National categorical pretreatment standard or pretreatment standard* means any regulation containing pollutant discharge limits promulgated by the Environmental Protection Agency in accordance with section 307(b) and (c) of the act (33 USC 1347) which applies to a specific category of industrial users.

*Natural outlet* means any outlet into a watercourse, pond, ditch, lake or other body of surface water or groundwater.

*pH* means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

*Pretreatment or treatment* means the reduction of the amount of pollutants, the elimination of pollutants or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration can be obtained by physical, chemical or biological processes, process changes or by other means, except as prohibited by 40 CFR 403.6(d).

*Private sewage disposal system* means a watertight receptacle which receives the discharge of a drainage system or part thereof and which is designed and constructed to separate solids from the liquid, digest organic matter through a period of detention and allow the liquids to discharge into the soil outside of the tank through a system of open-joint or perforated piping or a disposal pit.

*Properly shredded garbage* means the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particles greater than one-half inch in any dimension.

*Public sewer* means a common sewer directly controlled by public authority.

*Publicly owned treatment works (POTW)* means a treatment works as defined by section 212 of the act (33 USC 1292) which is owned in this instance by the city or which treats sewage from the city but is owned by another local government. This definition includes any sewers that convey wastewater to the POTW treatment plant, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. POTW also includes any sewers that convey wastewaters to the POTW from persons outside the city who are, by contract or agreement with the city, users of the city's POTW.

*Sanitary sewage* means any combination of water-carried wastes from residences, business buildings, institutions and industrial establishments containing animal or vegetable matter or chemicals in suspension or solution, together with such groundwaters, surface waters and stormwaters as may be unintentionally present.

*Sanitary sewer* means a sewer which carries sewage and to which stormwaters, surface waters and groundwaters are not intentionally admitted.

*Sewage treatment plant* means any arrangement of devices and structures used for treating sewage.

*Sewage works* means all facilities for collecting, pumping, treating and disposing of sewage.

*Sewer* means a pipe or conduit for carrying sewage, industrial water or stormwater.

*Significant industrial user* means any industrial user of the city's wastewater disposal system who:

- (1) Has a discharge flow of 25,000 gallons or more per average workday;
- (2) Has a flow greater than five percent of the flow in the city's wastewater treatment system;
- (3) Has in his wastes toxic pollutants as defined pursuant to section 307 of the act or state law and rules; or
- (4) Is found by the city or the state department of environmental regulation to have significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of sludge, the system's effluent quality or air emissions generated by the system.

*Slug* means any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow exceeds more than five times the average 24-hour concentration or flows during normal operation.

*Standard Methods* means the current edition of Standard Methods for the Examination of Water and Wastewater as published jointly by the American Public Health Association, Water Pollution Control Federation, and American Water Works Association.

*Storm drain*, also termed storm sewer, means a sewer which carries stormwaters and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.

*Superintendent Director* means the Director of ~~public works~~ water & wastewater utility department or his authorized deputy, agent or representative.

*Suspended solids* means solids that either float on the surface of or are in suspension in water, sewage or other liquids and which are removable by laboratory filtering.

*Toxic pollutant* means any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the Environmental Protection Agency under the provision of CWA 307(a) or other acts.

*Watercourse* means a channel in which a flow of water occurs either continuously or intermittently.

(Code 1960, § 22-1.1; Ord. No. 1963, § 1, 1-14-92)

**Cross references:** Definitions and rules of construction generally, § 1-2.

#### Sec. 102-87. Scope.

The intent of this article is to prescribe procedures for safe and sanitary collection and treatment of sanitary sewage and other liquid wastes and to provide for the fees and other charges required to finance such collection and treatment services. The provisions of this article are applicable within the corporate territorial limits of the city and within the limits of the sewer service area established by the city pursuant to F.S. § 180.02(3). Violations of this article are subject to appropriate penalties as prescribed by sections 1-7 and 102-88 of this Code.

(Code 1960, § 22-1)

#### Sec. 102-88. Penalties.

(a) Any person found to be violating any provision of this article, except section 102-96, shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

(b) Any person found to be in violation of any provision of this article shall be guilty of an offense and on conviction thereof shall be fined in the amount not exceeding \$500.00 for each violation. Each day in which any violation shall continue shall be deemed a separate offense. The violation of this article shall, in addition to the penalties prescribed in this section, be subject to abatement by injunction order of a court of competent jurisdiction.

(c) Any person violating any of the provisions of this article shall become liable to the city for any expense, loss or damage occasioned the city because of such violation. In addition, the city may recover reasonable attorneys' fees, court costs and other expenses of litigation by appropriate suit at law against the person found to have violated this article or the orders, rules, regulations or permit issued under this article.

(d) A surcharge may be imposed upon institutional, commercial or industrial users discharging abnormally high-strength sewage according to the following:

(1) The surcharge in dollars for fats, wax, grease, oil and solvent-soluble substances shall be computed as follows:

Total oil and grease above 100 mg/liter times the metered water used during the billing period in millions of gallons times a treatment surcharge factor.

(2) Billing will be monthly, based on monthly charges, payable within 30 days or be subject to a late penalty of 1 1/2 percent per month or fraction of a month to be added.

(e) Sampling and analyses shall be conducted according to the following:

(1) ~~Routine~~Periodic sample collection will be practiced by city forces to include the discharge from sewer customers known or suspected of producing abnormal strength wastes. Such collection may include grab or composite sampling taken manually or by the use of special automatic sampling equipment. Institutional, commercial, multifamily and industrial customers may be required to install such suitable automatic sampling equipment at the discretion of the ~~Director of public works~~, such installations to be accessible only to those designated employees of the city.

(2) The city's representatives shall sample all accounts known or suspected of having abnormal strength wastes on a monthly basis. Should a sample show unusually high strength, additional samples shall be taken until the strength levels are within the limits established in division 2. The average of these tests will be used to determine whether a surcharge is due and, if so, the amount thereof. The customer may request additional samples and include the results thereof in calculating the average strength in the month in which taken, provided the cost of such additional samples shall be paid for by the customer at the rate then prescribed by the city laboratory.

(3) Laboratory analytical work will normally be done by ~~city employees at the city an~~ independent laboratory. ~~Should the city's facilities not be equipped for any special test or should the customer request analyses by an independent private laboratory, such tests shall be made and the cost thereof directly assessed to the customer involved.~~

(f) If the discharge from any user causes a deposit, obstruction or damage to any of the city wastewater collection or treatment facilities, the ~~Director of public works~~ shall cause the deposit or obstruction to be promptly removed or cause the damage to be promptly repaired, at the sole cost of the person or user causing such deposit, obstruction or damage.

(g) In addition to remedies available to the city as set forth elsewhere in this article, if the city is fined by the state, or the Receiving Treatment Authority, the City of Orlando, the City of Altamonte Springs, the South Seminole North Orange County Wastewater Transmission Authority, the EPA or any other agency for a violation of water quality standards as the result of a discharge of pollutants, the fine and all city legal, sampling, analytical testing and any other related costs shall be charged to the responsible user. Such charges shall be in addition to and not in lieu of any other remedies the city may have under this article or under any statutes or regulations at law or in equity.

(h) The remedies provided in this article shall not be exclusive, and the city may seek whatever other remedies are authorized by statute, at law or in equity, against any person or user violating the provisions of this article.

(Code 1960, § 22-8)

Sec. 102-89. Powers and authority of inspectors.

(a) The ~~Director of public works~~ and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, testing and records examination in accordance with the provisions of this article. The ~~Director~~ or his representatives shall have no authority to inquire into any processes including metallurgical, chemical, oil refining, ceramic, paper or other



industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for wastewater treatment. Upon written request by a person furnishing a report, permit application or questionnaire, those portions of any document which might disclose trade secrets or secret processes, to the extent permitted by state law, shall not be made available to the public. The physical and chemical characteristics of a discharger's wastewater will not be recognized as confidential information or as a trade secret.

(b) While performing the necessary work on private properties referred to in subsection (a) of this section, the ~~superintendent~~ Director or duly authorized employees of the city shall observe all safety rules applicable to the premises established by the company, and the company shall be held harmless for injury or death to the city employees, and the city shall indemnify the company against loss or damage to its property by the city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in section 102-117.

(c) The ~~Directorsuperintendent~~ and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the city holds negotiated easement for the purpose of but not limited to inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewage works lying within the easement. All entries and subsequent work, if any, on the easements shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

(Code 1960, § 22-7)

#### Sec. 102-90. Enforcement.

(a) The city may suspend the wastewater treatment service and an industrial wastewater discharge permit when such suspension is necessary, in the opinion of the ~~d~~Director of public worksUtilities, in order to stop an actual or threatened discharge which represents or may present an imminent or substantial danger to the health or welfare of persons, to the environment or which causes interference to a POTW or causes the violation of any condition of an NPDES permit. Service may also be suspended when the city finds that facilities have been connected to its sewer system without prior approval from the city for the connection.

(b) Any person notified of a suspension of the wastewater treatment service or the industrial wastewater discharge permit shall immediately stop or eliminate the discharge. If the person fails to voluntarily comply with the suspension order, the city shall take such steps as deemed necessary, including immediate severance of the sewer connection and water connection, to prevent or minimize damage to the POTW system or endangerment of any individual. The city may reinstate the industrial wastewater discharge permit, the water service and the wastewater treatment service upon proof of the elimination of the noncomplying discharge. A detailed written statement submitted by the user describing the causes of the discharge and the measures taken to prevent any future occurrence shall be submitted to the ~~d~~Director of public worksUtilities within 15 days of the date of occurrence.

(c) Any user who violates the following conditions or applicable local, state and federal laws, regulations and case decisions is subject to having his permit revoked in accordance with the procedures outlined in section 94-41(b)--(d) and (f):

(1) Failure of a user to factually report the wastewater constituents and characteristics of his discharge;

- (2) Failure of the user to report significant changes in operations or wastewater constituents and characteristics;
  - (3) Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring;
  - (4) Obtaining a permit by misrepresentation or failure to disclose fully all relevant facts;
  - (5) A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge; or
  - (6) Violation of conditions of the permit.
- (d) As required by EPA pretreatment regulations, the city shall provide public notification of industrial waste discharges which, during the previous 12 months, were significantly violating the city ordinances or the industrial wastewater discharge permit conditions. Notification will be made by publishing the names of the industrial users and facilities responsible for the violations in the largest daily newspaper published in the county. A significant violation is defined as a violation which:
- (1) Remains uncorrected for 45 days after notification of noncompliance;
  - (2) Is part of a pattern of noncompliance over a 12-month period;
  - (3) Involves a failure on the part of the discharger to accurately report noncompliance; or
  - (4) Requires the city to exercise its authority to require emergency suspension of service to a discharger.
- (Code 1960, § 22-7.1)

Sec. 102-91. Allocation of sewage treatment capacity.

- (a) When the city commission determines that the unused and uncommitted sewage treatment capacity available to city utilities is less than the capacity required to service new development within the preceding three years, the city commission shall, by resolution, adopt standard policies and procedures to be followed in allocating and committing the remaining unused sewage treatment capacity until such time as more than a three-year supply becomes available. The purpose of this sewer allocation policy shall be to spread available capacity equitably over a number of years and a larger number of properties. The policies may distinguish between sewage collection systems according to their available capacity restraints. Factors to be considered in allocating capacity shall include but not be limited to compatibility with existing land use plans, public benefit of the project, impact on the immediate neighborhood of the project and impact on the city.
  - (b) The ~~e~~Director of public works shall make an annual report to the city commission, no later than February 28 of each year, concerning the previous year's allocation and use of sewage treatment service, including an analysis of sewage capacity remaining and an estimation of the time period such sewage treatment capacity is likely to allow for new development. This report shall allow the city commission to effectively manage available sewage treatment capacity in recognition that this commodity can be in short supply and must be managed to maximize the public benefit.
- (Code 1960, § 22-9(5))

Sec. 102-92. ~~Connection-Impact~~ Impact Fees.

- (a) *Purpose.* To share in the capital costs of existing and future sewage collection, treatment and disposal facilities, a ~~connection-Impact~~ Impact Fee shall be charged to every property owner, except as otherwise provided, whose property first receives sewer service from systems owned or

controlled by the city after December 22, 1981. The ~~connection~~-Impact Fees shall be used only for construction of new wastewater collection, treatment and disposal facilities and not for repair and replacement of existing facilities.

(b) *Amount.* ~~Connection~~-Impact Fees for sewer service shall be as set forth in the City of Winter Park fee schedule. Impact Fees shall be computed on the following basis:

~~Fee for Each Dwelling Unit or  
Equivalent Residential Connection (ERC)~~  
**TABLE INSET:**

<del>Classification</del>	<del>Inside City</del>	<del>Outside City</del>
<del>Single family</del>	<del>\$2,700.00</del>	<del>\$3,375.00</del>
<del>Multiple dwelling</del>	<del>2,700.00</del>	<del>3,375.00</del>
<del>ERC</del>	<del>2,700.00</del>	<del>3,375.00</del>

The number of dwelling units shall be determined using the definitions in section 102-132. Equivalent residential connection (ERC) shall be calculated utilizing the following formula with reference to the standard plumbing code as adopted and amended by the city:

$$\text{One ERC Unit} = \frac{\text{Total Number of Fixture Units} \times 21}{333}$$

In no event will the connection fee for sewer service be less than one ERC.

(c) *Exceptions.* Any applicant for a sewer connection whose property was located within the city on December 22, 1981, and where construction was started prior to December 22, 1981, on the building to be connected to the sewer shall not be required to pay the fee provided for in this section. Any applicant for a sewer connection whose property was located outside the city on December 22, 1981, and where construction was started prior to December 22, 1981, on the building to be connected to the sewer shall only be required to pay connection fees in the amount which would have been charged by General Waterworks Corporation on December 1, 1981, provided that such application for a sewer connection permit is filed prior to February 1, 1982.

(d) *Due date.* Such charges shall be in addition to all other charges and shall be paid when the sewer connection permit is issued, unless payment thereof is deferred by the city in accordance with its economic development incentive policy.

(Code 1960, § 22-9(2)--(4); Ord. No. 1963, § 4(22-9(1)), 1-14-92; Ord. No. 2484-02, § 2, 10-8-02; Ord. No. 2524-03, § 1, 7-14-03)

**State law references:** User fees authorized, F.S. § 166.201.

Sec. 102-93. Use of public sewers required.

(a) It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the city or in any area under the jurisdiction of the city any human or animal excrement, garbage or other objectionable waste.

(b) It shall be unlawful to discharge to any natural outlet within the city or in any area under the jurisdiction of the city any sewage except where suitable treatment has been provided in accordance with the provisions of this article.

- (c) Except as provided in this article, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.
- (d) Flush toilets shall be required within the city in all houses, buildings or structures used for human occupancy, employment, recreation or other purposes, and such flush toilets shall be connected to the public sanitary sewer at the owner's expense as and when required by the provisions of section 102-94(c), subject, however, to the following exceptions and limitations: If the house, building or structure is not situated on property abutting a street, alley or road right-of-way wherein there is located a public sanitary sewer or if the house, building or structure is not within 100 feet of the public sanitary sewer, such connections shall not be required; further, if the connection of the house, building or structure requires unusual and costly plumbing such as a lift station, force main or similar plumbing facilities, either the city shall bear such expense and allocate its costs through the public sanitary sewer system or no connection shall be required. (Code 1960, § 22-2)

Sec. 102-94. Private sewage disposal.

- (a) Where a public sanitary sewer is not available under the provisions of section 102-93(d), the building sewer shall be connected to a private sewage disposal system complying with the provisions of this section, and no sewer fees and charges provided for in sections 102-131 and 102-132 shall be imposed.
- (b) The type, capacities, location and layout of a private sewage disposal system shall comply with all state and county requirements.
- (c) Notwithstanding the provisions of section 102-93, existing residences, places of business and other structures served by adequate private sewage disposal systems, including septic tanks, constructed prior to the construction and availability of a public sanitary sewer shall not be required to connect to the public sanitary sewer until such time as the private sewage disposal system requires maintenance or repair or is abandoned or is condemned by regulatory health authorities. When such private sewage disposal system becomes inoperative, requires maintenance or repair, is abandoned or is condemned by regulatory health authorities, connection with the public sanitary sewer shall be made within 15 days following notice by the city to the property owner. If such connection is not made, the city shall cause all water service thereto to be discontinued until such connection is provided and until all connection and reconnection charges are paid.
- (d) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times at no expense to the city.
- (e) The owners of Private Sanitary Sewer Collection Systems within the Utility Service Area shall be responsible for the proper maintenance and operation of said systems. The owners shall be required to maintain said systems to minimize inflow and infiltration.
- (f) Any person seeking a permit from the City for installation of a private collection system or owning a private sewer collection system on the effective date of this article shall record in the public records of Orange County a document delineating the private collection system and indicating the exact location of any and all lift stations included within the system. The owner shall provide a copy of the recorded document to the City Utility Department. The Utility Department will maintain documents pertaining to private collection systems located within the Utility Service Area.
- (g) The owners of private collection systems shall be required to develop and follow a sewerage spill contingency plan for such systems addressing and remediating sewerage spills caused by

but not limited to line failure, line collapse, line obstruction, surcharge, power failure and/or mechanical failure. A copy of this plan shall be provided to the Utility Department.

(h) The Owner of Private Sanitary Lift Stations shall provide a copy of the contract with a reputable person or firm experienced in the operation, maintenance, and repairs of lift stations for review prior to committing to contract for service. The contractor must provide proof of a minimum of two (2) years experience in lift station operation and maintenance to include pump and electrical experience. The contractor must have access to equipment to pull and service pumps as well as well pumping and hauling lift station waste. The contractor must be able to have a twenty four (24) hour, seven (7) days a week response time and be able to respond to site within two (2) hours after notification of spill or overflow. The owners of all private lift stations shall maintain a written maintenance record and shall make same available to the City in the enforcement of the provisions of this section. These records shall be maintained for a period of three years.

(i) Provide the city of Winter Park with a twenty four (24) hour emergency contact phone number of the property owner and contractor.

(j) Upon expiration or change of status of the contractor, the Owner of the Private Sanitary Lift station must notify the City of Winter Park Industrial Waste division within 72 hours of change.

(k) The owner of the Private Sanitary Lift Station must have a sign posted on or adjacent to the lift station, preferably on the control panel, with lettering legible from a distance of 30 feet. The sign is to include the following:

1. Private Lift Station

2. In Case of Emergency Call \_\_\_\_\_

3. Owner or Business Name and phone number

4. Contractors name and phone number

5. The City will provide the owner of the private lift station a unique identification number for the lift station sign.

(l)The City will conduct annual inspections on private lift stations and charge an annual inspection fee. The annual inspection fee will be incorporated in the City of Winter Park Fee Schedule. The City will have the right to inspect all private wastewater collection systems and appurtenances, and discontinue sewer service if the private wastewater collection system is not maintained in a sanitary and effective operating condition or if the public sewer facilities may be harmed thereby.

(m) No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the health officer of the county.

(Code 1960, § 22-3; Ord. No. 1963, § 2, 1-14-92)

Sec. 102-95. Building sewers and connections.

(a) No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenances thereof without first obtaining a written permit from the building official.

(b) There shall be two classes of sewer permits as follows:

(1) For residential service; and

(2) For commercial service and service to establishments producing industrial wastes.

In either case, the owner or his agent shall make application on a special form furnished by the city. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the building official. A permit fee for a

residential building sewer permit and a permit fee for a commercial or industrial building sewer permit shall be paid to the city at the time the application is filed, which fees shall be as prescribed by the city commission. The permit fee shall pay the administrative cost in processing the permit application and the cost of sewer lateral location and shall be in addition to the other costs and expenses incident to the installation and connection to the building sewer, such as the cost of time and materials required and county right-of-way utilization fees.

(c) All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

(d) A separate and independent building sewer shall be provided for every building. This shall not apply if one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway. In such situation, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

(e) Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the building official, to meet all requirements of this article.

(f) The size, slope, alignment and materials of construction of a building sewer and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench shall all conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the city. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9 shall apply.

(g) Whenever possible, the building sewer shall be brought to the building at an elevation below any basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

(h) No person shall make connection of roof downspouts, exterior foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

(i) The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the city or the procedures set forth in appropriate specifications of the ASTM and the WPCF Manual of Practice No. 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the building official before installation.

(j) The applicant for the sewer permit shall notify the building official when the building sewer is ready for inspection and connection to the sanitary sewer. The connection shall be made under the inspection and approval of the building official or his representative.

(k) All excavations for building sewer installation shall be adequately guarded with barricades and lights to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city. (Code 1960, § 22-4; Ord. No. 1963, § 3, 1-14-92)

Sec. 102-96. Protection from damage.

No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the sewage works.

(Code 1960, § 22-6)

Sec. 102-97. Unauthorized use of sewer system.

It shall be unlawful for any person to tap, cut or in any way use any line, branch or part of the sanitary sewer system without obtaining a written permit and paying all fees, rates and charges established by the city.

(Code 1960, § 22-15)

Sec. 102-98. Renewal of occupational license subject to adequate pollution control facilities.

After any occupational license is issued, a copy of the application shall be forwarded to the environmental division, ~~public works department~~ wastewater utility, and if alteration of occupational activities would create pollution problems, modification of the facilities such as grease traps and other pretreatment facilities may be required. Where facilities require updating or additional equipment to meet pollution standards, such changes shall be made prior to the renewal of any occupational license.

(Code 1960, § 22-16)

Secs. 102-99--102-110. Reserved.

## DIVISION 2. DISCHARGE REGULATIONS

Sec. 102-111. Discharge of stormwater, drainage and other waters.

(a) No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage or unpolluted cooling water to any sanitary sewer.

(b) Stormwater and all unpolluted drainage shall be discharged to storm drains or to a natural outlet approved by the city engineer. Unpolluted industrial cooling water or unpolluted industrial process water may be discharged, on approval of the city engineer, to a storm drain or natural outlet.

(Code 1960, § 22-5(1), (2))

Sec. 102-112. Prohibited discharges--Generally.

No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

(1) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.

(2) Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance or create any hazard in the receiving waters of the sewage treatment plant.

(3) Any waters or wastes having a pH lower than 6.0 or higher than 8.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works.

(4) Solids or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works, such as but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups, milk containers, etc.



(Code 1960, § 22-5(3))

Sec. 102-113. Same--Specific substances.

No person shall discharge or cause to be discharged to any public sewer the following described substances, materials, waters or wastes if it appears likely in the opinion of the ~~superintendent~~Director that such wastes can harm either the sewers, sewage treatment process or equipment; have an adverse effect on the receiving waters; or can otherwise endanger life, limb, public property or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the ~~superintendent~~ Director will give consideration to such factors as to quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant and other pertinent factors. The substances prohibited are:

- (1) Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit (65 degrees Celsius) or a flash point lower than 180 degrees Fahrenheit (ASTM open cup).
- (2) Any waters or wastes containing fat, wax, grease or oil, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32 and 150 degrees Fahrenheit (zero degrees and 65 degrees Celsius).
- (3) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower or greater shall be subject to the review and approval of the building official.
- (4) Any waters or wastes containing strong acid, iron pickling wastes or concentrated plating solutions, whether neutralized or not.

Refer to the City of Winter Park Industrial Waste Specific Contamination List Policy for Maximum Allowable Concentrations.

- ~~(5) Wastewater in excess of the concentration set forth in the following table unless:~~
- ~~a. An exception has been granted the user under the provisions of section 102-119; or~~
  - ~~b. The wastewater discharge permit of the user provides as a special permit condition a higher interim concentration level in conjunction with a requirement that the user construct a pretreatment facility or institute changes in operation and maintenance procedures to reduce the concentration of pollutants to levels not exceeding the standards set forth in the table within a fixed period of time.~~

TABLE INSET:

<del>Parameter</del>	<del>Maximum Concentration in Milligrams/Liter</del>
<del>Ammonia (An).....</del>	<del>0.5</del>
<del>Antimony (Sb).....</del>	<del>1.0</del>
<del>Arsenic (As).....</del>	<del>0.25</del>
<del>Barium (Ba).....</del>	<del>10.0</del>
<del>Beryllium (Be).....</del>	<del>0.25</del>
<del>Boron (B).....</del>	<del>1.0</del>
<del>Cadmium (Cd).....</del>	<del>5.0</del>

Chromium (Cr).....	3.0—
Cobalt (Co).....	0.3—
Copper (Cu).....	3.0—
Cyanide (CN).....	2.0—
Lead (Pb).....	0.4—
Lithium (Li).....	0.03—
Manganese (Mn).....	1.5—
Mercury (Hg).....	0.005—
Nickel (Ni).....	0.1—
Selenium (Se).....	0.5—
Silver (Ag).....	5.0—
Tin (Sn).....	5.0—
Zinc (Z).....	3.0—
Oil and grease (petroleum and/or mineral).....	100.0—
Phenol.....	0.5—

The constituent limits may be adjusted and additional constituent limits added from time to time based on treatment plant monitoring, water quality requirements, field investigation of industrial users, and any other factors which the superintendent deems of significance with respect to the proper and safe operation of the POTW.

(65) Any waters or wastes containing phenols or other odor-producing substances in such concentrations exceeding limits which may be established by the Director superintendent as necessary, after treatment of the composite sewage, to meet the requirements of the state, federal or other public agencies having jurisdiction for such discharge to the receiving waters.

(76) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Director superintendent in compliance with applicable state or federal regulations.

(87) Materials which exert or cause:

- a. Unusual concentrations of inert suspended solids, such as but not limited to fuller's earth, lime slurries and lime residues, or of dissolved solids, such as but not limited to sodium chloride and sodium sulfate.
- b. Excessive discoloration, such as but not limited to dye wastes and vegetable tannin solutions.
- c. Unusual BOD (in excess of 300 ppm), suspended solids (in excess of 300 ppm), COD or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.
- d. Unusual volume of flow or concentration of wastes constituting slugs.

(98) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment employed or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(Code 1960, § 22-5(4))

Sec. 102-114. Pretreatment.

(a) If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in section 102-113 which, in the judgment of the superintendent Director, may have a deleterious effect upon the sewage works, processes, equipment or receiving waters or which otherwise create a hazard to a life or constitute a public nuisance, the superintendent Director may:

- (1) Reject the wastes;
- (2) Require pretreatment to an acceptable condition for discharge to the public sewers;
- (3) Require control over the quantities and rates of discharge; and/or
- (4) Require payment under the provisions of section 102-119 or 102-88(d) to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges.

(b) If the superintendent Director permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the superintendent Director and subject to the requirements of all applicable codes, ordinances and laws.

(Code 1960, § 22-5(5))

Sec. 102-115.01 Interceptors Grease Management.

(a) This section shall be known and may be cited as the “City of Winter Park Grease Management Ordinance.”

~~(a)~~ Grease, oil and sand interceptors shall be provided when, in the opinion of the superintendent Director, they are necessary for the proper handling of sanitary sewage containing grease in excessive amounts or any flammable wastes, sand or other harmful ingredients, except that such interceptors shall not be required for private living quarters or dwelling units. All grease interceptors must be self-recovering units. The size, type and location of each recovery unit shall be approved by the building official and superintendent Director. A sediment/solids removal unit must be installed in series before the recovery unit. All installations must conform to the manufacturer's specifications and to all applicable building codes. Grease interceptors installed prior to the adoption of the ordinance from which this section is derived will be allowed to remain in place.

~~(b)~~ All grease recovery units and interceptors shall be installed to provide ready accessibility to the cover and contents thereof and for servicing and maintaining the grease recovery units or interceptors in proper operating condition. All grease recovery units and interceptors shall be maintained in efficient and continuous operating condition by regular, periodic removal of accumulated contents by the owner at his expense.

(Code 1960, § 22-5(6))

Sec. 102-115.02 Purpose.

This article establishes uniform maintenance and monitoring requirements for controlling the discharge of grease from food service facilities discharging into the City's treatment works and for regulation of grease haulers operating within the City Utility Service area. The objectives of this Ordinance are:

- (1) To prevent the introduction of excessive amounts of grease into Winter Park's treatment works.

- (2) To prevent clogging or blocking of the City's sewer lines due to grease build-up causing sanitary sewer overflows onto streets, into stormwater systems or waterways and into residences and commercial buildings, resulting in potential liability to the City.
- (3) To prevent maintenance and odor problems at wastewater pumping stations due to grease build-up.
- (4) To implement a process to recover costs for any liability incurred by the City for damage caused by grease blockages resulting in sanitary sewer overflows.
- (5) To establish fees for the recovery of costs resulting from the program established herein.
- (6) To register grease haulers operating within the City of Winter Park Utility Service Area.
- (7) To establish enforcement procedures for violations of this article.

Sec. 102-115.03 Applicability.

- (a) The provisions of this article shall apply to all food service facilities discharging into the City's treatment works and to all grease haulers doing business within the City of Winter Park Utility Service Area.
- (b) Where there is a conflict between this article and the Florida Building Code - Plumbing, as amended (current edition), the Florida Building Code - Plumbing, as amended (current edition) shall be applicable.

The City of Winter Park currently regulates the improper discharge of grease into water or wastewater pursuant to the Article IV Sewers and Sewage Disposal, Section 102 in the City's Code of Ordinances, 1960 §22-5 (6) Where there is a conflict between this article and the Technical Services Manual, as amended, this article shall be applicable.

Sec. 102-115.04 Definitions.

For the purposes of this article, certain abbreviations, terms, phrases, words and their derivatives shall have the following meanings:

*Biochemical oxygen demand (BOD);* means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees Celsius, expressed in milligrams per liter.

*Director* means the Director of the Water & Wastewater Utility Department or his or her designee.

*Food service facility or facility* means any business or food service facility which prepares and/or packages food or beverages for sale or consumption. This does not apply to private residences. Food service facilities may include, but are not limited to, food courts, food manufacturers, food packagers, restaurants, grocery stores, bakeries, lounges, meat markets, hospitals, hotels, nursing homes, churches, schools, cafeterias, delicatessens, coffee shops, concession stands and all other food service facilities not specifically listed above.

Food service facility owner or owner means in the case of individual food service facilities, the owner or proprietor of the food service facility. Where the facility is a franchise operation, the owner of the franchise is the responsible person or entity. Where the facility is owned by a partnership, corporation, or other type of business entity, the individual who is authorized to legally act on behalf of the business entity under Florida State law shall be the responsible person. Where two or more food service facilities share a common grease interceptor, the owner shall be the individual who owns or assumes control of the grease interceptor or the property on which the grease interceptor is located. Owner shall also mean his or her duly authorized representatives, employees or agents.

Gray water means all liquid contained in a grease interceptor that lies below the floating grease layer and above the food solids layer.

Grease means a material either liquid or solid, composed primarily of fats, oils or grease from animal or vegetable sources.

Grease hauler means a person who collects the contents of a grease interceptor or trap and transports it to an approved recycling or disposal facility.

Grease interceptor means an interceptor whose rated flow exceeds 50 gpm or has a minimum storage capacity of 750 gallons or more and is a device located underground and outside of a facility. It is designed to collect, contain or remove food wastes or grease from the wastewater while allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity.

Grease trap means an interceptor whose rated flow is 50 gpm or less and is a device located inside a facility and/or under a sink designed to collect, contain, or remove food wastes and grease from the wastewater while allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity.

IW inspector means a member of the staff of the City's Industrial Waste Inspection Program, designated by the Director to enforce the City of Winter Park Grease Management Ordinance.

Notice of Violation (NOV) means a written notice informing a food service facility owner or grease hauler that a violation of the City of Winter Park Grease Management Ordinance has occurred.

Registered hauler means a grease hauler registered with the City of Winter Park in accordance with this article who is authorized to perform inspection, cleaning, and grease disposal for food service facilities.

Sanitary facilities mean bathrooms, bathroom fixtures, bathroom groups, hand sinks or other similar fixtures or facilities.

Treatment Works mean any part of the City's wastewater system as defined in Section 102 of the City of Winter Park Code.

Sec. 102-115.05 Authority.

- (a) Pursuant to Sections 102-89 and 102-90 of the City of Winter Park Code, the Director, or his or her designee shall have the power, duty and responsibility to administer and enforce the provisions of this article.

Sec. 102-115.06 Facility inspections.

- (a) Entry. Pursuant to Section 102-89 of the City of Winter Park Code, each facility shall allow the Director or his or her designee the right of entry upon real property for the purpose of inspection, observation, records examination, measurement, and sampling in accordance with the provisions of this article.
- (b) Inspections. The IW inspector shall inspect food service facilities on either an unannounced or scheduled basis to verify continued compliance with the requirements of this article. The IW inspector shall inspect all grease traps or interceptors, plumbing connections, the logbook and file, other pertinent data or take samples as necessary. The IW inspector shall record all observations in a written report. Any deficiencies shall be noted, including but not limited to:
- a. Failure to properly maintain the grease interceptor or trap in accordance with the provisions of this article.
  - b. Failure to report changes in operations, or wastewater constituents and characteristics.
    - (1) Chemical Biological Oxygen Demand (CBOD) limit not to exceed 300 mg/L
    - (2) Total Suspended Solids (TSS) limit not to exceed 300 mg/L
    - (3) Grease limit not to exceed 100 mg/L
  - c. Failure to maintain logs, files, records or access for inspection or monitoring activities.
  - d. Inability of existing grease interceptor or trap to prevent discharge of grease into the City's treatment works.
  - e. Any other inconsistency with or violation of this article.
- (c) Re-inspections. The IW inspector shall inspect any repairs, replacements or other deficiencies and shall provide written notice of compliance or noncompliance. In the event of continuing noncompliance, re-inspections will be performed.

Sec. 102-115.07 Grease traps and interceptors.

- (a) Permit Required. Any food service facility that intends to erect, install, remove, convert or replace any grease trap or interceptor is required by Section 102-98 "Renewal of Occupational License Subject to Adequate Pollution Control Facilities" of the City of Winter Park Code to make application to the building official and obtain the required permit. The facility shall submit with its permit

application the appropriate design criteria in accordance with the Florida Building Code - Plumbing, as amended (current edition).

(b) Requirements. All food service facilities are required to have a grease interceptor or trap properly installed in accordance with any and all applicable requirements of the Florida Building Code - Plumbing, as amended (current edition).

(1) New facilities. On or after the effective date of the City of Winter Park Grease Management Ordinance, food service facilities which are newly proposed or constructed, or existing food service facilities which will be expanded or renovated to include a food service facility, where such a food service facility did not previously exist, shall be required to install a grease interceptor or trap according to the requirements of the Florida Building Code - Plumbing, as amended (current edition) and to operate and maintain the grease interceptor or trap according to the requirements contained in this article.

(2) Existing facilities. Food service facilities existing prior to the date of the City of Winter Park Grease Management Ordinance shall be permitted to operate and maintain existing grease interceptors or traps provided their grease interceptors or traps are in good operating condition.

The City may require an existing facility to install a new grease interceptor or trap that complies with the requirements of the Florida Building Code - Plumbing, as amended (current edition) or to modify or repair any noncompliant plumbing or existing grease interceptor or trap when any one or more of the following conditions exist:

a. The facility is found to be contributing grease in quantities sufficient to cause line stoppages or necessitate increased maintenance on the wastewater collection system.

b. Grease concentrations exceed 100 mg/l on wastewater effluent as determined by sampling performed by the IW inspector.

c. The facility exceeds CBOD, TSS and grease concentrations continually for 6 months resulting in surcharges for excessive discharge.

d. The facility does not have a grease interceptor or trap.

e. The facility has a defective grease interceptor or trap.

f. Remodeling of the food preparation or kitchen waste plumbing system is performed which requires a plumbing permit to be issued by the City of Winter Park.

g. The facility is sold or undergoes a change of ownership.

h. The facility does not have plumbing connections to a grease interceptor or trap in compliance with the requirements of this article.

(c) Plumbing connections. Grease interceptors or traps shall be installed in accordance with Florida Building Code - Plumbing, as amended (current edition). Wastewater from sanitary facilities shall not be introduced into the grease interceptor or trap under any circumstances.

(d) Grease Trap/Interceptor Tank Sizing. Any fixture that has the potential to introduce organic waste, grease, oil or fat into the Sanitary Sewer System shall be connected to Grease Interceptor/Trap (mop Sink, floor sink/drain, floor cleanout, trench drain, prep sink, three compartment sink, dishwasher, soda or beer run-off,



etc.). Per Florida Plumbing Code, hand sinks are not required to be connected to a Grease Trap/Interceptor.

a. Interior Grease Trap requirements and sizing:

Proposed and future seating capacity (interior and exterior) shall not exceed 40 seats.

1. Calculate the capacity of the device in cubic inches:

$$\frac{\text{(Width)} \times \text{(Depth)} \times \text{(Height)}}{\text{Cu. In.}} =$$

2. Convert the capacity from cubic inches to gallons per minute (GPM):

$$\frac{\text{Cu. In.} \div 231}{\text{GPM}} =$$

3. Adjust for displacement:

$$\frac{\text{GPM} \times 0.75}{\text{GPM}} =$$

\* Result is the flow rate required to drain the sink in one minute and the alternate two minute calculation is not accepted.

b. Exterior Grease Interceptor Sizing

(S) X (GS) X (HR/12) X (LF) = Effective capacity of Grease Trap in Gallons

S=Total Seating Number

GS= 18.75 (Gallon values reflect the private use 25% reduction)

HR= Hours of operation/12

LF= (2.0 Interstate Highway, 1.5 other freeway, 1.25 recreational area, 1.0 main highway, 0.75 other roads)

c. In the event the City declares an exterior grease trap or interceptor cannot be installed due to space limitations, the owner may be permitted to use an alternate trap or interceptor. The trap must perform with the same principle as a full size interceptor or trap. The owner will also be required to prove the trap can adequately accept and treat the waste stream generated from the owner's facility without exceeding the CBOD, TSS and Oil limits.

(e) Records maintenance. Each food service facility shall maintain a bound logbook in which a record of all interceptor maintenance is entered. Maintenance information shall include, but not be limited to, date and time of the maintenance, estimated gallonage removed from interceptor or trap, any defects in the grease interceptor or trap, changes in operations, or wastewater constituents and characteristics, receipts from grease haulers, plumbers, parts suppliers, etc., and any other records pertaining to the interceptor. This logbook shall be made available for review upon request. Records shall be maintained for a period of three years. Each facility shall provide, upon request of the IW Inspector within 10 days, drawings of sufficient detail to depict the plumbing layout of the facility.

(f) Grease interceptors. Grease interceptors shall be designed and installed in accordance with the Florida Building Code - Plumbing, as amended (current edition) and shall be operated and maintained as follows:

(1) Pumping and maintenance. Each food service facility shall be responsible for the costs of pumping, cleaning, and maintaining its grease interceptor. All food service facilities that have grease interceptors shall utilize a

registered grease hauler. Pumping services shall include the complete removal of all contents, including floating materials, gray water, bottom sludge, and solids from the interceptor. Grease interceptor cleaning shall include scraping excessive solids from the walls, floors, baffles, and all piping.

It shall be the responsibility of the grease hauler to inspect an interceptor during, or immediately after the pumping procedure to ensure that the interceptor is clean and that all fittings and fixtures inside the interceptor are in working condition and functioning properly. If the interceptor is not functioning properly, the grease hauler shall notify the owner in writing. The notice shall include a sufficient description of the malfunction.

(2) *Interceptor pumping frequency.* Each food service facility shall have its grease interceptor pumped according to the following criteria:

- a. When the settled solids layer exceeds the invert of the outlet pipe (typically eight inches in depth), or;
- b. When the total volume of captured grease and solid material displaces more than twenty-five percent (25%) of the capacity of the interceptor, or;
- c. When the interceptor is not retaining or capturing oils and greases.
- d. At a minimum, every 60 days, with grease sample collection every 30 days. The facility shall have the grease sample tested by an independent laboratory and the results of those tests submitted to the city's IW inspector. The City can reduce or increase the pumping frequency based on the lab analysis after 12 months of testing.

(3) *Inspection.* Grease interceptors shall be inspected by an IW inspector as necessary to assure compliance with this article.

(4) *Disposal.* Wastes removed from each grease interceptor shall be disposed of at a facility permitted to receive such wastes. Grease, solid materials, or gray water removed from interceptors shall not be returned to any grease interceptor, private sewer line or to any portion of the City's treatment works, except for food service facilities that use a two compartment pump truck where the compartments are fully separate with their own valve system, so there is no cross contamination between the gray water with the solids and grease. With this type of equipment, gray water may be re-introduced back into the interceptor as long as the wastewater effluent grease concentrations do not exceed 100 mg/l.

(g) *Grease traps.* Grease traps shall be installed in accordance with the Florida Building Code - Plumbing, as amended, (current edition) and shall meet the following criteria:

(1) *Flow control device.* Grease traps shall be equipped with a device to control the rate of flow through the unit. The rate of flow shall not exceed the manufacturers rated capacity recommended in gallons per minute for the unit. Each food service facility is responsible for maintaining appropriate flow control devices.

- (2) Venting. The flow-control device and the grease trap shall be vented in accordance with the Florida Building Code - Plumbing, as amended (current edition). The vent shall terminate not less than six inches above the flood-rim level or in accordance with the manufacturer's instructions. Each food service facility is responsible for maintaining appropriate venting of the grease trap.
- (3) Cleaning and maintenance. Each food service facility shall be solely responsible for the cost of grease trap cleaning and maintenance. Each facility may contract with a registered grease hauler or it may develop a written protocol and perform its own grease trap cleaning and maintenance procedures. Cleaning and maintenance must be performed when the total volume of captured grease and solid material displaces more than twenty-five percent (25%) of the total volume of the grease trap. Each facility shall determine the frequency at which their grease trap shall be cleaned, but all grease traps shall be opened, inspected, cleaned, and maintained at a minimum of once per week.
- (4) Inspection. Grease traps shall be inspected by an IW inspector as necessary to assure compliance with this article and to assure proper cleaning and maintenance is being performed as cited in Section 115-07 (e)(2)d.
- (5) Disposal. Grease and solid materials removed from a grease trap shall be removed by a registered grease hauler unless the grease is in a solid, dry form, mixed with an oil absorbent in an enclosed bag or container, and does not exceed five (5) pounds.
- (h) Additives. Any chemicals, enzymes, emulsifiers, live bacteria or other grease cutters or additives, used for the purpose of grease reduction shall, be approved by the IW inspector prior to their addition to grease interceptors or traps. The City of Orlando Bioaugmentation Additives Evaluation Sampling and Analytical Protocol must be followed prior to the addition of any additive. Applicable information concerning the composition, frequency of use and mode of action of the proposed additive shall be sent to the City together with a written statement outlining the proposed use of the additive(s). The City may request a sampling port installed by the food service facility at the facility's expense to demonstrate the additive will work. The City, upon evaluation of all of the information received, shall permit or deny the use of the additive in writing. Permission to use additives may be withdrawn by the City at any time.
- (i) Alternative grease removal devices or technologies. Alternative devices and technologies such as automatic grease removal systems shall be subject to written permission by the Director prior to installation. Permission to use the device shall be based on demonstrated and proven removal efficiencies and reliability of operation. The City may permit these types of devices depending on manufacturer's specifications on a case-by-case basis. The food service facility may be required to furnish analytical data demonstrating grease removal effectiveness, or perform effluent monitoring. Permission to use alternative devices and technologies may be withdrawn by the City at any time.
- (j) Laundries. Commercial laundries shall be equipped with an interceptor with a wire basket or similar device, removable for cleaning, that prevents passage ( into

the wastewater collection system) of solids 0.5” or larger in size such as rags, strings, buttons, or other solids detrimental to the system.

Sec. 102.115.08 Petroleum Oil – Water Separators.

- (a) Where the installation and use of an oil/water separator is required by this Section, wastes containing residual (trace amounts) petroleum based oil and grease shall be directed to the oil/water separator.
- (b) Commercial users that have the potential to discharge wastes containing residual petroleum based oil and grease, such as commercial laundries, self-service laundries, car washes and automotive related facilities, shall have an approved oil/water separator. Other commercial users and owners of private wastewater collection systems may be required by the Director to install an approved oil and grease interceptor or an oil/water separator, as appropriate, for the proper handling of waste streams containing oil and grease for those facilities that have been found by the Director to be contributing oils and grease in quantities sufficient to cause line stoppages or necessitate increased maintenance on the City’s wastewater system; or are contributing waste streams containing oil and grease in excess of one hundred (100) mg/l by weight.
- (c) Automotive related enterprises, commercial and self-service laundries, and other commercial users, which contribute wastes containing petroleum (hydrocarbon) based oils and greases shall install an oil/water separator. Oil/water separators shall be sized on an individual case by case basis using established design guidelines approved by the Director. A control manhole or inspection box shall be installed downstream and shall be easily accessible for inspections, cleaning and maintenance.
- (d) Minimum removal efficiency for oil and grease interceptors for animal fats and vegetable oils shall be eighty (80%) percent. Minimum removal efficiency for oil/water separators for trace petroleum based wastes shall be ninety (90%) percent.
- (e) The design of oil/water separators shall be based on peak flow and where applicable, capable of treating and removing emulsions. Oil/water separators shall be sized to allow efficient removal (retention) of the petroleum-based oils and grease from the commercial user’s discharge to the POTW.
- (f) Expansion, remodeling, repair, or renovation of an automotive related enterprise, commercial laundry, self-service laundry, or other facilities of a commercial user that potentially may contribute wastes with petroleum based oils and greases where such expansion, remodeling, repair or renovation is subject to a building permit issued by the City of Winter Park building official.

Sec. 102-115.09 Grease interceptor and trap enforcement.

- (a) Whenever the IW inspector determines that a grease interceptor or trap is in need of pumping, maintenance, or replacement, enforcement shall be as follows:

- (1) Notice of Violation (NOV). The IW inspector conducting the inspection shall immediately notify the food service facility owner that a violation exists and issue the owner a NOV stating the nature of the violation.
- (2) Inspection and Re-inspection. If a grease interceptor or trap has to be re-inspected because of deficiencies found during a previous inspection, and all of the deficiencies have been corrected, there shall be no charge for the re-inspection. If all of the deficiencies have not been corrected, a re-inspection fee shall be charged to the food service facility.
- (3) Sampling fees. Fees for any sampling and analysis of wastewater discharges deemed necessary for the protection of the treatment works shall be charged to the food service facility owner in the amount per sampling event.
- (4) Pump-out and cleaning. A violation involving the lack of proper cleaning and maintenance of a grease trap shall require the food service facility owner to clean out the trap(s) within twenty-four (24) hours of the NOV. If interceptor pumping frequency is not being met, the owner shall be required to have the interceptor pumped out within seventy-two (72) hours of the NOV.
- (5) Repairs and Replacement. The food service facility owner shall be responsible for the cost and scheduling of all replacement of its grease interceptor(s) or trap(s). Replacements required by an IW inspector shall be completed within a reasonable time as established in written guidelines prepared by the Director. The time for corrective action shall commence on the date of receipt of the NOV. Written guidelines shall include provisions for time extensions if the owner responds with an acceptable plan for rectifying the situation.
- (6) Noncompliance. If the food service facility owner continues to violate the provisions set forth in this article, or fails to initiate or complete corrective action in response to a NOV, or a City approved plan to rectify a violation, the Director may pursue one or more of the following options at the Director's sole discretion:
  - a. Pump the grease interceptor and seek reimbursement of the costs from the food service facility owner.
  - b. Assess further inspection fees as provided.
  - c. Terminate sanitary sewer service as provided in Section 102-90 of the City of Winter Park Code.
  - d. Refer any violation by any food service facility or, its owner for enforcement for any or all applicable remedies.

Sec. 102-115.10 Grease haulers.

- (a) Grease hauler registration. Any person, firm, or business desirous of collecting, pumping, or hauling grease interceptor or trap wastes from businesses located within the Utility Service Area shall be required to register with the City. It shall be unlawful for any grease hauler to clean or pump out grease interceptors or traps within the Utility Service Area without being registered. Registrations

shall be effective for a period of three years. The registration required by the City shall be in addition to any other permits, registrations, or occupational licenses required by federal, state, and local agencies having lawful jurisdiction. The registration is not transferable. The Director shall issue stickers to all City of Winter Park registered grease haulers. The stickers shall be displayed in a visible location on all vehicles used to clean interceptors or traps.

(1) *Application.* To register with the City, a grease hauler shall submit a completed application form to the Director. The Director shall approve, deny, or approve with conditions all applications by written notice within forty-five (45) calendar days of the City's receipt of the completed application form. The grease hauler shall be registered prior to providing grease hauling services within the Utility Service Area.

The application shall require, but not be limited to, the following information:

- a. List of all trucks or vehicles used to clean interceptors or traps, which include vehicle make, model, year, identification number, color, tank capacity, proof of insurance, and tag number.
- b. List of all drivers or personnel used to clean interceptors or traps, including proof of valid driver's licenses.
- c. List of all disposal sites.

(2) *Information Update.* Registered grease haulers shall update application information annually from date of issuance of registration.

(3) *Registration renewal.* An application for registration renewal shall be submitted on the appropriate renewal form at least forty-five (45) calendar days prior to the expiration date of the existing registration by each applicant wishing to provide grease hauling services in the Utility Service Area.

(b) *Spill reporting.* Any accident, spill, or other discharge of grease, solids or gray water, which occurs within the City, shall be reported to the City of Winter Park Wastewater Department by the grease hauler as soon as possible but not longer than twenty-four (24) hours after the incident. The grease hauler shall comply with all procedures and reporting requirements contained in federal, state and local regulations. The grease hauler shall be responsible for all clean-up procedures and costs.

(c) *Record keeping.* Grease haulers shall retain and make available for inspection and copying, all records related to grease interceptor or trap pumping and grease disposal. A City of Winter Park grease hauler manifest or approved form shall be required to be signed by the grease hauler certifying the accuracy of the information on the manifest. The manifest shall include, but not be limited to, name, location, date and time of the facility serviced, estimated gallonage removed from interceptor or trap, disposal times, dates, locations, and amounts. These records shall remain available for a period of at least three (3) years. The failure to provide information to the City within ten (10) days of a written request is a violation of this article.

- (d) Vehicle inspection. Grease haulers shall permit the City to inspect grease hauler's registered vehicles.
- (e) Disposal. Wastes removed from each grease interceptor or trap shall be disposed of at a grease disposal facility permitted to receive such wastes. Grease, solid materials, or gray water removed from interceptors or traps shall not be returned to any grease interceptor, trap, private sewer line, or to any portion of the City's treatment works, except for food service facilities that use a two compartment pump truck where the compartments are fully separate with their own valve system, so there is no cross contamination between the gray water with the solids and grease. With this type of equipment, gray water may be re-introduced back into the interceptor as long as the wastewater effluent grease concentrations do not exceed 100 mg/l.
- (f) Grease hauler enforcement. Enforcement actions against grease haulers in violation of this article shall be as follows:
- (1) Notice of violation (NOV). A NOV will be issued to any grease hauler who is found to be in non-compliance with this article. Response to this NOV must be received by the City within ten (10) calendar days of its receipt by the grease hauler. The grease hauler will be required to describe how the violation occurred, verification that the violation has been corrected, and shall provide assurance that steps will be taken to prevent the re-occurrence of the violation.
  - (2) Registration revocation. Any registration issued pursuant to the provisions of this article may be modified, suspended or revoked in whole or in part during its term for cause shown including, but not limited to any one of the following:
    - a. Falsification of any information,
    - b. Discharging any grease, liquid, or solid waste into a non-authorized location, or
    - c. Failing to comply with this article.

#### Sec. 102-115.11 Fees.

Fees associated with this article will be established pursuant to the provisions of the City of Winter Park Fee Schedule, latest revision. The facility shall pay monthly lab testing fees for 12 months and shall provide a copy of the lab results for the city IW inspector to establish a pumping frequency.

#### Sec. 102-115.12 Enforcement.

- (a) Search or Inspection warrant. The Director, through the City Attorney, may seek to obtain a search or inspection warrant from the appropriate authority to gain access to a facility for the purposes of inspection and monitoring if such lawful entry under Section 102-89 of City of Winter Park Code has been denied by the owner.



- (b) Referral to Code Enforcement Board. The Director may enforce the violation of any provision of this Ordinance against an owner or grease hauler, pursuant to and in the manner provided by Chapter 102-90 of the City of Winter Park Code and the provisions of Chapter 162, Florida Statutes.
- (c) Injunctive and other relief. The Mayor, through the City Attorney, may file a petition in the name of the City in the Circuit Court of the County or such other courts as may have jurisdiction seeking the issuance of an injunction, damages, or other appropriate relief to enforce the provisions of this article or other applicable law or regulation.
- (d) Recovery of damages. When the discharge from a food service facility causes an obstruction, damage, or any other impairment to the treatment works, or causes any expense, fine, penalty, or damage of whatever character or nature to the City, the Director shall invoice the owner for same incurred by the City. If the invoice is not paid, the Director shall notify the City Attorney to take such actions as shall be appropriate to seek reimbursement.
- (e) Remedies nonexclusive. The remedies provided for in this Ordinance are not mutually exclusive. The Director may take any, all, or any combination of these actions against a noncompliant person.
- (f) Appeal of revocation or denial of grease hauler registration. Any revocation or denial of grease hauler registration may be appealed in accordance with the City of Winter Park Code. The appellate officer designated to hear these matters shall be the Director. The grease hauler shall have fifteen (15) days from receipt of written notice of denial or revocation of the registration to file an appeal. Failure of the grease hauler to file an appeal within the fifteen (15) day time limit shall constitute acceptance of the decision to deny or revoke the registration.

Sec. 102-115.13 Additional Criminal Offenses.

- (a) Damage to City property. It is unlawful for any person to maliciously, willfully or negligently, break, damage, destroy, deface, tamper with, or remove any city property.
- (b) Falsifying information. Any person who knowingly makes any false statements, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to this article, or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this article, shall, upon conviction, be subject to a penalty in an amount not to exceed \$500.00, or by imprisonment for not more than sixty (60) days, or by both. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense.

Sec. 102-116. Industrial wastewater discharge permits.

- (a) *Required.* All industries or multifamily dwellings whose discharge could render them a significant user or whose discharge otherwise may have a deleterious impact on the sewage system, as determined by the ~~superintendent~~ Director, shall obtain a permit prior to discharge of industrial wastewaters.

(b) *Existing industrial wastewater discharges.* All discharges of industrial wastewater into the city's sewer system prior to March 26, 1985, are hereby granted temporary authority to continue to discharge industrial wastewaters in compliance with the city's codes, regulations, and policies. This temporary authority shall expire 90 days after March 26, 1985, unless prior to that date the discharger has filed an application for an industrial wastewater discharge permit pursuant to subsection (7)(d) of this section. In such case, this temporary authority shall expire on the date the industrial wastewater discharge permit is issued. Any person discharging pursuant to the temporary authority provided herein is subject to all provisions of this article, and such authority may be suspended or revoked in accordance with the terms and procedures set forth in section 102-116(c) of the city Code.

(c) *Application.* Persons seeking a permit shall complete and file with the city an application in the form prescribed by the city. The applicant shall submit, where appropriate the following:

- (1) Name, address, telephone number and location (if different from address) of the applicant, the owner of the premises from which industrial wastes are intended to be discharged and the name of a local representative duly authorized to act on behalf of the company.
- (2) SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended.
- (3) Average daily and three-minute peak wastewater flow rates, including daily, monthly and seasonal variations, if any.
- (4) Schedule of all industrial process waste flows produced before and after pretreatment, if any, at the premises, including the daily volume, and wastewater constituents and characteristics as determined by representative samples and analyses done by a qualified laboratory acceptable to the city and in accordance with Standard Methods.
- (5) Estimated time and duration of discharge within a 20-percent tolerance.
- (6) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections and appurtenances by the size, location and elevation.
- (7) Each product produced by type, amount, process and rate of production.
- (8) Type and amount of raw materials processed (average and maximum per day).
- (9) Number and type of employees and hours of operation of pretreatment system.
- (10) Any other information as may be deemed by the city to be necessary to evaluate the permit application.

(d) *Processing and issuance.* The ~~superintendent~~ Director will act only on applications that are accompanied by a report which contains all the information required in subsection (c) of this section. Persons who have filed incomplete applications will be notified by the ~~superintendent~~ Director that the application is deficient and the nature of such deficiency and will be given 30 days to correct the deficiency. Upon receipt of complete applications, the ~~superintendent~~ Director shall review and evaluate the applications and shall propose such special permit conditions as he deems advisable. All wastewater discharge permits shall be expressly subject to all the provisions of this article and all other applicable ordinances, laws and regulations. Upon completion of his evaluation, the ~~superintendent~~ Director shall notify the applicant of any special permit conditions which he proposes be included in the wastewater discharge permit. The applicant shall have 30 days from and after the date of the ~~superintendent's~~ Director's recommendations for special permit conditions to review the conditions and file written objections with the ~~superintendent~~ Director in regard to any special permit conditions recommended by the ~~superintendent~~ Director. The ~~superintendent~~ Director may but shall not be required to schedule a meeting with the applicant's authorized representative within 15 days

following receipt of the applicant's objections and attempt to resolve disputed issues concerning special permit conditions. If the applicant files no objection to special permit conditions proposed by the ~~superintendent~~ Director or a subsequent agreement is reached concerning the conditions, the ~~superintendent~~ Director shall issue a wastewater discharge permit to the applicant with such special conditions incorporated therein. Issuance of a permit shall not relieve the discharger from complying with all applicable laws, regulations and ordinances promulgated by other government authority nor shall the issuance of a permit be construed as a representation by the city that the discharge permitted therein complies with all laws, regulations and ordinances. Permits are issued solely to govern the discharge of wastewater into the sewage system and the applicable receiving waters, as between the discharger and the city, and shall not be construed to benefit any third party.

(e) *Compliance required; amended permit.* No permit holder shall discharge industrial wastewaters in excess of the quantity, rate of discharge or quality conditions specified in the permit. Any person desiring to modify his discharge which would violate conditions of his permit shall apply for an amended permit. Granting of an amended permit is not guaranteed.

(f) *Restrictions.* The restrictions in permits shall be uniformly enforced by the city and may include but shall not be limited to the following:

- (1) The maximum permissible concentration of wastewater constituents.
- (2) Limits on rate and time of discharge or requirements for flow regulation and equalization.
- (3) Requirements for inspection, flow metering and sampling facilities and alternative sampling methods.
- (4) Pretreatment of industrial wastewater before discharge.
- (5) Compliance schedules.
- (6) Specifications for monitoring programs which may include sampling locations, frequency and method of sampling, flow metering, number, types and standards for tests and report schedule.
- (7) Prohibition of discharge of certain wastewater constituents.
- (8) Requirements for submission of periodic discharge reports to include information concerning volume, rate of flow, constituent concentrations, peak flow rates, hours of operation, number of employees or other information.
- (9) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the city and affording the city access thereto.
- (10) Requirements for notification of the city for any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system.
- (11) Requirements for notification of slug or accidental discharges.
- (12) Other conditions as deemed appropriate by the city to ensure compliance with this article. The city may require that any or all of the pretreatment requirements or restrictions be provided by the user at his sole expense.

(g) *Pretreatment requirements.* If pretreatment is required through the issuance of industrial wastewater discharge permit, users of the POTW shall design, construct, operate and maintain such wastewater pretreatment facilities whenever necessary to reduce, modify or eliminate the user's wastewater discharge to achieve compliance with the limitations in wastewater strength set forth in this section, to meet applicable national pretreatment standards or to meet any other wastewater condition or limitation contained in the user's wastewater discharge permit. If required by the city, plans, specifications and operating procedures for such wastewater

pretreatment facilities shall be prepared by a registered professional engineer and shall be submitted to the ~~superintendent~~ Director for review. The ~~superintendent~~ Director shall review the plans and shall recommend to the user any appropriate changes. Prior to beginning construction of the pretreatment facility, the user shall submit a certified set of construction plans and specifications to be maintained by the ~~superintendent~~ Director. Prior to beginning construction, the user shall also secure such building, plumbing or other permits that may be required by city or county ordinance. The user shall construct the pretreatment facilities within the time provided in the user's wastewater discharge permit. Following completion of construction, the user shall provide the ~~superintendent~~ Director with as-built drawings to be maintained by the ~~superintendent~~ Director. Neither filing of the plans nor the issuance of a permit shall be construed to indicate that the city in any way vouches for or warrants the capabilities of any such plans, specifications or data in any manner. Subsequent alterations or additions to such pretreatment or flow-control facilities shall not be made without prior notice to and acceptance by the city.

(h) *Duration.* Permits shall be issued for any specified period of time, not to exceed five years.

(i) *Modification.* The terms and conditions of any permit may be subject to modification and change by the city during the life of the permit to accommodate changed conditions and as local, state, regional and federal laws, rules and regulations and case decisions are modified or amended or if variation occurs in reported data as provided in section 102-120. Permit holders shall be informed of any proposed changes in their respective permits at least 60 days prior to the effective date of change and shall be allowed a comment period relating to any of the proposed changes in their permits within the first 30 days after issuance of such proposed change by the city. The city shall allow a discharger a reasonable period of time to comply with any changes in the permit required by the city, unless otherwise required by emergency or governmental regulations. The permit holder may petition the city for modification of permit based on changed conditions. The ~~superintendent~~ Director shall review such petitions with support data and take appropriate action.

(j) *Transferability.* A separate permit shall be required for each wastewater connection discharging, directly or indirectly, into the sewage system. For each discharger having multiple connections at a single plant or facility, a single permit shall be required which may set forth specific effluent limitations and conditions for discharge from each separate connection. Wastewater discharge permits are issued to a specific user for a specific operation. A wastewater discharge permit shall not be assigned or transferred or sold to a new owner, new user or for different premises, unless approved by the ~~superintendent~~ Director, and any such attempted assignment, transfer or sale shall be void and of no effect.

(Code 1960, § 22-5(7))

Sec. 102-117. Control manholes.

(a) The owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole, together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes.

(b) Such manhole shall be accessibly and safely located and shall be constructed in accordance with plans approved by the ~~superintendent~~ Director. The manhole shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times. The owner shall install such manhole within 30 days from the date the lateral connection is made to the sewer. If such manhole is not installed within the time provided, the city shall have the right

to enter into a contract for the installation of the manhole at the owner's expense, and the cost of installing the manhole, together with the administrative cost to the city necessary to process the installation of the manhole, shall be chargeable to the owner, and, if not paid within 30 days from the date such installation is completed, the unpaid costs together with lawful interest thereon shall be a lien upon the property wherein the user is situated. The city shall be entitled to institute foreclosure proceedings for the collection of the unpaid costs and interest thereon, such proceedings to be in accordance with law, and the city shall be entitled to collect reasonably attorneys' fees from the owner for services rendered by the city's attorneys in the institution and prosecution of such foreclosure proceedings.

(c) Liens created under this section shall, upon the request of the user or owner of the property affected and upon payment of all installation and administrative costs and lawful interest thereon, be released by a certificate signed by the city manager or the city finance director and bearing the seal of the city. The issuance of such certificate shall constitute prima facie evidence of existence or nonexistence of any such unpaid costs, and shall, in the absence of fraud perpetrated by the party requesting the certificate, be binding upon the city as to the existence and nonexistence of any lien created under this section.

(Code 1960, § 22-5(8))

Sec. 102-118. Measurements, tests and analyses.

All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this article shall be determined in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association, from suitable samples taken at the control manhole. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb and property. The particular analysis involved will determine whether a 24-hour composite of all outfalls of a premises is appropriate or whether a grab sample or other multiple samples should be taken.

(Code 1960, § 22-5(9))

Sec. 102-119. Special agreements.

No statement contained in this article shall be construed as preventing any special agreement or arrangement between the city and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the city for treatment, subject to payment therefor by the industrial concern.

(Code 1960, § 22-5(10))

Sec. 102-120. Frequency of measurements.

The industrial wastewater discharge permit holder shall make measurements, including but not limited to flow rates, flow volumes, BOD and suspended solids concentrations as well as concentrations of other particular constituents of their industrial wastewater discharges, at their own expense, as frequently as necessary to comply with the terms and conditions of each permit. Should measurements or other investigations indicate that the industrial user has discharged wastewater which has constituents significantly different in quantity or quality from those stated by the discharger, the city shall notify and require the discharger to furnish all information in his possession relevant to the apparent variance.

(Code 1960, § 22-5(11))

Sec. 102-121. Spill containment plan.

All industrial users who pose a threat to the normal operation of the sewer works, process, equipment or receiving waters shall be required to establish a spill containment plan. This plan shall contain the following elements:

(1) *Accidental discharges.* Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by this article. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner's or user's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the city for review and shall be approved by the city before construction of the facility. All existing users shall complete such a plan by the date as specified by the industrial wastewater discharge permit. No new user who begins discharge to the POTW after the effective date of the ordinance from which this section is derived shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved.

(2) *Telephone notification.* Any person causing or suffering any discharge, whether accidental or not, which presents or may present an imminent or substantial endangerment to the health and welfare of persons, to the environment or which is likely to cause interference with the POTW shall notify the ~~superintendent~~ Director immediately by telephone. In the absence or unavailability of the ~~superintendent~~ Director, notification shall be given to the city employee then in charge of the treatment works.

(3) *Written report.* Within five days following such occurrence, the user shall provide the ~~superintendent~~ Director with a detailed written report describing the cause of the dangerous discharge and measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, fish kills or any other damage to persons or property nor shall such notification relieve the user of any fines, civil penalties or other liability which may be imposed by this article or other applicable law. Furthermore, the industrial user shall control its production (or all its discharges) to the extent necessary to maintain compliance with all applicable city, state and federal regulations upon reduction, loss or failure of its treatment facility and until the facility is completely restored or an alternative and equally effective method of pretreatment is provided. This applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.

(4) *Notice to employees.* A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call if a dangerous discharge occurs. Employers shall ensure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

(Code 1960, § 22-5(12))

Secs. 102-122--102-130. Reserved.



# city commission public hearing

Item type	Public Hearing	meeting date	January 26, 2015	
prepared by	Butch Margraf	approved by	<input checked="" type="checkbox"/> City Manager	
department	Public Works Human Resources		<input type="checkbox"/> City Attorney	
division	Engineering		<input type="checkbox"/> N A	
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N A <span style="float: right;">final vote</span>
strategic objective	<input checked="" type="checkbox"/> Exceptional Quality of Life		<input type="checkbox"/> Fiscal Stewardship	
	<input type="checkbox"/> Intelligent Growth & Development		<input type="checkbox"/> Public Health & Safety	
	<input type="checkbox"/> Investment in Public Assets & Infrastructure			

## subject

Title VI of the Civil Rights Act of 1964. This is required by the Federal Highway Administration to be adopted by the City to receive Federal funds. The St Andrews Trail project will be funded with Federal funds.

## motion | recommendation

Recommend approval of Resolution to adopt Title VI of the Civil Rights Act of 1964.

## background

President John F. Kennedy said in 1963:  
Simple justice requires that public funds, to which all taxpayers of all races [colors, and national origins] contribute, not be spent in any fashion which encourages, entrenches, subsidizes or results in racial [color or national origin] discrimination.

If a recipient of federal assistance is found to have discriminated and voluntary compliance cannot be achieved, the federal agency providing the assistance should either initiate fund termination proceedings or refer the matter to the Department of Justice for appropriate legal action.

[www.justice.gov/crt/about/cor/coord/titlevi.php](http://www.justice.gov/crt/about/cor/coord/titlevi.php)

## alternatives | other considerations

N/A

## fiscal impact

N/A



RESOLUTION NO. \_\_\_\_\_-15

A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA ADOPTING THE TITLE VI/NONDISCRIMINATION POLICY AND PLAN FOR THE CITY OF WINTER PARK.

**WHEREAS**, as a condition of receipt of federal grant funds, the City is required to have in place a formal policy concerning compliance with federal civil rights laws; and

**WHEREAS**, the City of Winter Park Commission wishes to adopt a Title VI and Nondiscrimination Policy and Plan for the City of Winter Park;

**NOW THEREFORE BE IT ENACTED** by the City Commission of the City of Winter Park, Florida that:

The City Commission hereby adopts the Title VI/Nondiscrimination Policy and Plan in the form attached hereto and authorizes the City Manager or designee to administer this policy and plan.

**ADOPTED** by the City Commission of the City of Winter Park, Florida this 26<sup>th</sup> day of January, 2015.

CITY OF WINTER PARK

\_\_\_\_\_  
Mayor Kenneth W. Bradley

ATTEST:

\_\_\_\_\_  
City Clerk Cynthia S. Bonham

# City of Winter Park

## TITLE VI / NONDISCRIMINATION POLICY STATEMENT

Pursuant to Section 9 of US DOT Order 1050.2A, the City of Winter Park assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The City of Winter Park further assures FDOT that it will undertake the following with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Appendices A and E* of this agreement in every contract subject to the Acts and the Regulations.
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

Dated \_\_\_\_\_

by \_\_\_\_\_  
Randy B. Knight, Chief Executive Officer

## APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials

and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



## Title VI /Nondiscrimination Policy and Plan

### **Policy Statement:**

The City of Winter Park values diversity and welcomes input from all interested parties, regardless of cultural identity, background or income level. Moreover, the City believes that the best public policy and governmental services result from careful consideration of the needs of all of its communities and when those communities are involved in the public policy and governmental services decision making process. Thus, the City does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state related laws and regulations, the City will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, or family status.

### **Complaint Procedures:**

The City has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, age, disability, religion, or family status in any of the City's programs, services or activities may file a complaint with the City Title VI/Nondiscrimination Coordinator:

Rene Cranis  
Title VI Coordinator  
Mailing Address: 401 S. Park Avenue, Winter Park, FL 32789  
Physical Address: 401 S. Park Avenue, Winter Park, FL 32789  
Email: rcranis@cityofwinterpark.org  
Phone: (407) 599-3590  
Fax: (407) 691-6654  
Hearing Impaired: Florida Relay 7-1-1

If possible, the complaint should be submitted in writing and contain the identity of the complainant; the basis for the allegations (i.e., race, color, national origin, sex, age, disability, religion, or family status); and a description of the alleged discrimination with the date of occurrence. If the complaint cannot be submitted in writing, the complainant should contact the Title VI/Nondiscrimination Coordinator for assistance.

The complaint must be filed no later than 180 calendar days after the following:

1. The date of the alleged act of discrimination; or
2. The date when the person(s) became aware of the alleged discrimination; or
3. Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

The Title VI/Nondiscrimination Coordinator will respond to the complaint and will take reasonable steps to resolve the matter within ninety (90) calendar days of receiving the complaint. Should the

City be unable to satisfactorily resolve the complaint, the City will forward the complaint, along with a record of its disposition, to the FDOT Statewide Title VI/Nondiscrimination Coordinator.

The City's Title VI/Nondiscrimination Coordinator has direct access to the City Manager and is not required to obtain management or other approval to discuss discrimination issues with the City Manager. However, should the complainant be unable or unwilling to complain to the City, the written complaint may be submitted directly to the Florida Department of Transportation (FDOT). FDOT will serve as a clearing house, forwarding the complaint to the appropriate federal or state agency:

Florida Department of Transportation  
Equal Opportunity Office  
ATTN: Title VI Complaint Processing  
605 Suwannee Street MS 65  
Tallahassee, FL 32399

#### **ADA/504 Statement:**

Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. Furthermore, these laws require federal aid recipients and other government entities to take affirmative steps to reasonably accommodate the disabled and ensure that their needs are equitably represented in transportation programs, services and activities.

The City will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The City will make every effort to ensure that its advisory committees, public involvement activities and all other programs, services and activities include representation by the disabled community and disability services groups.

The City encourages the public to report any facility, program, service or activity that appears inaccessible to the disabled. Furthermore, the City will provide reasonable accommodation to disabled individuals who wish to participate in public involvement events or who require special assistance to access facilities, programs, services or activities. Because providing reasonable accommodation may require outside assistance, organization or resources, the City asks that requests be made at least three (3) calendar days prior to the need for accommodation.

Questions, concerns, comments or requests for accommodation should be made to the City's ADA Officer:

Human Resources Manager/Nondiscrimination Coordinator  
Mailing Address: 401 S. Park Avenue, Winter Park, FL 32789  
Physical Address: 401 S. Park Avenue, Winter Park, FL 32789  
Email: rcranis@cityofwinterpark.org  
Phone: (407) 599-3590  
Fax: (407) 691-6654  
Hearing Impaired: Florida Relay 7-1-1

#### **Limited English Proficiency (LEP) Guidance:**

Title VI of the Civil Rights Act of 1964, Executive Order 13166, and various directives from federal agencies require federal aid recipients to take reasonable steps to ensure meaningful access to

programs, services and activities by those who do not speak English proficiently. To determine the extent to which LEP services are required and in which languages, the law requires the analysis of four factors:

- The number or proportion of LEP persons eligible to be served or likely to be encountered by the City's programs, services or activities.
  - The frequency with which LEP individuals come in contact with these programs, services or activities.
  - The nature and importance of the program, service, or activity to people's lives; and
  - The resources available to the City and the likely costs of the LEP services.
1. Using census data, the City has determined that LEP individuals speaking English less than well represent approximately 4% of the community. Given this information, the City reasons that a relatively small portion of its service population is LEP speakers of Spanish.
  2. The City has not received any requests for translation or interpretation of its programs, services or activities into Spanish or any other language.
  3. The City believes that transportation is of critical importance to its public, as access to health care, emergency services, employment, and other essentials would be difficult or impossible without reliable transportation systems. In that spirit, the City publishes documents in print and on the City's website that advise the public of how to access its nondiscrimination and public involvement policies.
  4. The City is fortunate to have several employees who speak Spanish and have agreed to translate when requested. The City will provide language services, as needed, at no or minimal cost to the City.

The analyses of these factors suggest that the following LEP services are not required at this time. Therefore the City has committed to the following:

- Maintain a list of employees who competently speak Spanish and other languages and who are willing to provide translation and/or interpretation services.
- Distribute this list to staff that regularly has contact with the public.
- Provide notification in Spanish of the availability of LEP assistance in public meeting notices and on public involvement event signage.
- Maintain the agreement appropriate firm to provide oral LEP services as needed.

The City understands that its community profile is changing and the four factor analysis may reveal the need for more LEP services in the future. As such, it will annually examine its LEP plan to ensure that it remains reflective of the community's needs.

Persons requiring special language services should contact the City's Title VI/Nondiscrimination Coordinator:

Human Resources Manager/Nondiscrimination Coordinator  
Mailing Address: 401 S. Park Avenue, Winter Park, FL 32789  
Physical Address: 401 S. Park Avenue, Winter Park, FL 32789  
Email: rcranis@cityofwinterpark.org  
Phone: (407) 599-3590  
Fax: (407) 691-6654  
Hearing Impaired: Florida Relay 7-1-1



**Public Involvement:**

In order to plan for efficient, effective, safe, equitable and reliable government services, the City must have the input of its public. The City spends extensive staff and financial resources in furtherance of this goal and strongly encourages the participation of the entire community. Any person may attend any City Council meeting and speak during the Hearing of the Public portion of the agenda concerning a matter of City business of concern to the person. City Commission meetings are generally held the second and fourth Mondays of each month at 3:30 p.m., in the Winter Park City Hall Council Chambers located at 401 S. Park Avenue, Winter Park, FL 32789. Persons should check the City's website, [www.cityofwinterpark.org](http://www.cityofwinterpark.org) for any changes to meeting dates, times and location. Meeting locations are accessible to the disabled.

Persons wishing to request special presentations by the City; volunteer in any of its activities or offer suggestions for improvement of City public involvement may contact:

Human Resources Manager/Nondiscrimination Coordinator  
Mailing Address: 401 S. Park Avenue, Winter Park, FL 32789  
Physical Address: 401 S. Park Avenue, Winter Park, FL 32789  
Email: [rcranis@cityofwinterpark.org](mailto:rcranis@cityofwinterpark.org)  
Phone: (407) 599-3590  
Fax: (407) 691-6654  
Hearing Impaired: Florida Relay 7-1-1

**Data Collection:**

Federal Highway Administration (FHWA) regulations require federal-aid recipients to collect racial, ethnic and other similar demographic data on beneficiaries of or those affected by transportation programs, services and activities. The City accomplishes this through the use of census data and American Community Survey reports and other methods. From time to time, the City may find it necessary to request voluntary identification of certain racial, ethnic or other data from those who participate in its public involvement events. This information assists the City with improving its targeted outreach and measures of effectiveness. Self-identification of personal data to the City will always be voluntary and anonymous. Moreover, the City will not release or otherwise use this data in any manner inconsistent with the federal regulations.

**Assurances:**

Every three years the City must certify to Federal Highway Administration (FHWA) and Florida Department of Transportation (FDOT) that its programs, services and activities are being conducted in a nondiscriminatory manner. These certifications are termed "assurances" and document the City's commitment to nondiscrimination and equitable service to its community. The public may view the assurances on the City's website or by visiting the City's offices.



# city commission public hearing

Item type	Public Hearing	meeting date	January 26, 2015		
prepared by	Butch Margraf	approved by	<input checked="" type="checkbox"/>	City Manager	
department	Public Works Department		<input type="checkbox"/>	City Attorney	
division	Engineering		<input type="checkbox"/>	N A	
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N A	final vote
strategic objective	<input checked="" type="checkbox"/> Exceptional Quality of Life		<input type="checkbox"/>	Fiscal Stewardship	
	<input type="checkbox"/> Intelligent Growth & Development		<input checked="" type="checkbox"/>	Public Health & Safety	
	<input checked="" type="checkbox"/> Investment in Public Assets & Infrastructure				

## subject

St Andrews Trail LAP Agreement for the Design of a recreational trail, stormwater system, and park space between the City of Winter Park and the Florida Department of Transportation (FDOT).

## motion | recommendation

Recommend approval of Resolution to enter LAP agreement with FDOT for the design of St. Andrews Trail.

## background

The City developed a concept to pipe and fill the St. Andrews stormwater conveyance ditch from Aloma Ave to the Cady Way Trail. A recreational trail and park space is proposed to be constructed over the filled ditch. This project, the piping, filling in the ditch, trail construction, and park space construction, was submitted to MetroPlan Orlando for funding. It was accepted. Funding is now available for the design of this project.

## alternatives | other considerations

The City funds the \$450,000 design of the project or delay/cancel the project.

## fiscal impact

\$450,000.00 is total project design cost to be funded 100% by FDOT.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, TO EXECUTE A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF THE ST. ANDREWS TRAIL FROM CADY WAY TO ALOMA AVENUE**

**WHEREAS**, the State of Florida Department of Transportation and the City of Winter Park, Florida, desire to facilitate the Winter Park St. Andrews Trail from Cady Way to Aloma Avenue, and

**WHEREAS**, the State of Florida Department of Transportation has requested the City of Winter Park, Florida, to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN: 435521-1-38-01;

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Winter Park, Florida that Randy B. Knight, City Manager, is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN: : 435521-1-38-01.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 26th day of January, 2015.

\_\_\_\_\_  
Kenneth W. Bradley, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia S. Bonham, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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FPN: <u>435521-1-38-01</u>	Fund: <u>ACSU/SU/TALU</u>	FLAIR Approp: <u>088849</u>
Federal No: <u>4043-141-C</u>	Org Code: <u>55053010541</u>	FLAIR Obj: <u>790089</u>
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>75</u>	Contract No: _____	Vendor No: <u>F596-000-454-017</u>
Data Universal Number System (DUNS) No: <u>80-939-7102</u> Local Agency DUNS No: <u>07-759-6393</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and CITY OF WINTER PARK, 401 Park Avenue South, Winter Park, Florida 32789, hereinafter called the Agency.

**WITNESSETH:**

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Design of St. Andrew's Trail and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "Project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

**1.01 Attachments:** Exhibit(s) "A", "B", and "1" are attached and made a part hereof.

**2.01 General Requirements:** The Agency shall complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of the Project.

**Inactivity and Removal of Any Unbilled Funds**

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State

appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects.

### **Removal of All Funds**

If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects.

**2.02 Expiration of Agreement:** The Agency agrees to complete the Project on or before 2 years from the Agreement's execution date. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**2.03 Pursuant to Federal, State, and Local Laws:** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the Project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.04 Agency Funds:** The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

**2.05 Submission of Proceedings, Contracts, and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

### **3.00 Project Cost:**

**3.01 Total Cost:** The total cost of the Project is \$ 450,000.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

**3.02 Department Participation:** The Department agrees to participate in the Project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

**3.03 Limits on Department Funds:** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the Project scope and budget at the time appropriation authority becomes available.

**3.04 Appropriation of Funds:** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

**3.05 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**3.06 Notice-to-Proceed:** No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

**3.07 Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

**4.00 Project Estimate and Disbursement Schedule:** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a LAP Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

## **5.00 Records:**

**5.01 Establishment and Maintenance of Accounting Records:** Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**5.02 Costs Incurred for Project:** The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**5.03 Documentation of Project Costs:** All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

**5.04 Audit Reports:** Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

**Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

## **Audits**

**Part I - Federally Funded:** Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II - State Funded:** Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does



- not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
  4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

**Part III - Other Audit Requirements:** The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to Project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

**Part IV - Report Submission:**

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
  - a) The Department at each of the following address(es):

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
  - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132
  - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Florida Department of Transportation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

- b) The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

**Part V - Record Retention:** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the

independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

**5.05 Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes) unless the records are exempt.

**5.06 Uniform Relocation Assistance and Real Property Statistical Report:** For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**6.00 Requisitions and Payments:** Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

**7.00 Department Obligations:** Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

**7.01 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

**7.02 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

**7.03 Approval by Department:** The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

**7.04 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

**7.05 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**7.06 Federal Participation:** The Department may suspend or terminate payment for that portion of the Project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

**7.07 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all Projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7.08 Final Invoices:** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

#### **8.00 Termination or Suspension of Project:**

**8.01 Termination or Suspension Generally:** The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

**8.02 Action Subsequent to Notice-of-Termination or Suspension:** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

#### **9.00 Contracts of Agency:**

**9.01 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**9.02 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for

engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

**11.00 Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

**11.01 Performance Evaluation:** Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's Responsible Charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

**11.02 Performance Evaluation Ratings:** Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state

regulations, standards and procedures, without District involvement/oversight.

**11.03 Delegation of Authority:** The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

**12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**12.01 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**12.02 Title VI – Civil Rights Act of 1964:** The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

**12.03 Americans with Disabilities Act of 1990 (ADA):** The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

**12.04 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**12.05 Discrimination:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

**12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility:** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**12.07 Prohibited Interests:** Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any

such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**12.08 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**13.00 Miscellaneous Provisions:**

**13.01 Environmental Regulations:** The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

**13.02 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

**13.03 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**13.04 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

**13.05 Bonus or Commission:** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**13.06 State Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

**13.07 Plans and Specifications:** In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

**13.08 Right-of-Way Certification:** Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

**13.09 Agency Certification:** The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

**13.10 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**13.11 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

**13.12 Restrictions on Lobbying:**

**Federal:** The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**State:** No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

**13.13 Maintenance:** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency  will  will not maintain the improvements made for their useful life.

**13.14 Vendors Rights:** Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

**13.15 Reimbursement of Federal Funds:**



The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

### **13.16 E- VERIFY**

The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY :City of Winter Park

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Frank J. O'Dea, P.E.  
Title: Director of Transportation Development

Attest: \_\_\_\_\_  
Title:

Attest: \_\_\_\_\_  
Title: Administrative Assistant

Legal Review:

\_\_\_\_\_

\_\_\_\_\_

See attached Encumbrance Form for date of funding approval by Comptroller.

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 435521-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
City of Winter Park, 401 Park Avenue South, Winter Park, Florida 32789.

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Dated \_\_\_\_\_

**PROJECT LOCATION:**

The project \_\_\_ is X is not on the National Highway System.

The project \_\_\_ is X is not on the State Highway System.

**PROJECT DESCRIPTION:**

This project consists of the design of a multi-use trail, for an approximate length of 0.67 miles (3538-ft). The project begins at the existing Cady Way Trail, extends west and then runs north parallel along St. Andrews Boulevard where it will end at Aloma Avenue (SR 426). The typical section of the trail will be a 12-ft wide paved asphalt trail, sodded unpaved shoulders, and sodded side slopes tying into existing ground. The area along the alignment of the trail will provide a linear park. Drainage improvements include replacing the open storm water ditches with pipe and inlets, as well as modifying the existing drainage system along St. Andrews Boulevard and abutting properties.

The existing ditch is 8-10 feet deep, 25-30 feet wide, and has 1:1 side slopes. Extensive clearing and grubbing is necessary as the existing ditch side slopes are heavily vegetated. Water flowing through the existing ditch is slow moving and stages at the southern end of the ditch limits. Geotech borings will be required to determine the presence of unsuitable materials. Unsuitable material removal at the existing ditch bottom may be necessary.

The existing drainage ditch will be piped and filled, with the proposed trail alignment running on top. Storm water treatment areas will be provided for the existing discharge from St. Andrew's Boulevard and the adjacent properties. Relocation and coordination of utilities such as sanitary sewer, water, and overhead electric will be required. When possible, the tree canopy will be maintained. The city will mitigate impacts to trees when impacts are unavoidable. The project will also include landscaping. A privacy fence will be included and will separate the trail from the adjacent condominiums. Coordination with Lynx may be required for their bus stop serving Link #13, located off of the intersection of the St. Andrews Boulevard and SR 426. Permitting will be required.

Right-of-way not anticipated.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT "A", continued**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

**SPECIAL CONSIDERATIONS BY AGENCY:**

Invoices shall be submitted on a monthly basis and progress reports shall be submitted as requested to:

Marcus Lisicki, LAP Project Manager  
Florida Department of Transportation  
719 South Woodland Boulevard, MS 2-541  
DeLand, Florida 32720

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a)  N/A  Study to be completed by  N/A .
- b) Design to be completed by  9/18/2015 .
- c) Right-of-Way requirements identified and provided to the Department by  N/A .
- d) Right-of-Way to be certified by  N/A .
- e) Construction contract to be let by  N/A .
- f) Construction to be completed by  N/A .

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

When real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right of way to be acquired. It must show sufficient technical data, including land ties to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition.

It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right of way related maps and is a depiction of the right of way survey field work performed for a specific transportation project

**The project funding maybe reduced to an amount equal to the award amount and/or the actual contract costs.**

**"Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount."**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
 PRODUCTION SUPPORT  
 09/11  
 Page 17

**EXHIBIT "B"**  
**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS  CITY OF WINTER PARK 401 Park Avenue South Winter Park, Florida 32789	FPN:  435521-1-38-01
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**PROJECT DESCRIPTION**

Name: St. Andrew's Trail Length: ~0.67 miles  
 Termini: From: Cady Way Trail To: Aloma Avenue

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
<b>Planning</b> FY: 2014-2015  Total Planning Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Project Development &amp; Environment (PD&amp;E)</b> FY: 2014-2015  Total PD&E Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Design</b> FY: 2014-2015  Total Design Cost	\$450,000.00 _____ \$450,000.00	_____ _____ _____	\$450,000.00 _____ \$450,000.00
<b>Right-of-Way</b>  Total Right-of-Way Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Construction</b>  Total Construction Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Construction Engineering and Inspection (CEI)</b>  Total CEI Cost  Total Construction and CEI Costs	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>TOTAL COST OF THE PROJECT</b>	<b>\$450,000.00</b>		<b>\$450,000.00</b>

## **EXHIBIT "1"**

### **SINGLE AUDIT ACT**

#### **Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:**

**Federal Agency:** Federal Highway Administration

**CFDA #:** 20.205 Highway Planning and Construction

**Amount:** \$ 450,000.00

#### **Compliance Requirement:**

**Allowable Activities:** To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

**Allowable Costs:** Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

**Eligibility:** By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows:** The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.



# city commission public hearing

Item type	Public Hearing	meeting date	January 26, 2015		
prepared by	Butch Margraf	approved by	<input checked="" type="checkbox"/>	City Manager	
department	Public Works Department		<input type="checkbox"/>	City Attorney	
division	Engineering		<input type="checkbox"/>	N A	
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N A	final vote
strategic objective	<input checked="" type="checkbox"/> Exceptional Quality of Life		<input type="checkbox"/>	Fiscal Stewardship	
	<input type="checkbox"/> Intelligent Growth & Development		<input checked="" type="checkbox"/>	Public Health & Safety	
	<input checked="" type="checkbox"/> Investment in Public Assets & Infrastructure				

## subject

Brookshire Elementary School Neighborhood Sidewalks LAP Agreement for the Sidewalk Construction between the City of Winter Park and the Florida Department of Transportation (FDOT)

## motion | recommendation

Recommend approval of Resolution to enter LAP agreement with FDOT for sidewalk construction.

## background

- Applied for Safe Routes To School Grant for sidewalks in Brookshire neighborhood April 2011
- Grant for sidewalks approved July 2011
- Funding for sidewalks approved for FDOT fiscal year 2015
- Design for sidewalks completed 2014

## alternatives | other considerations

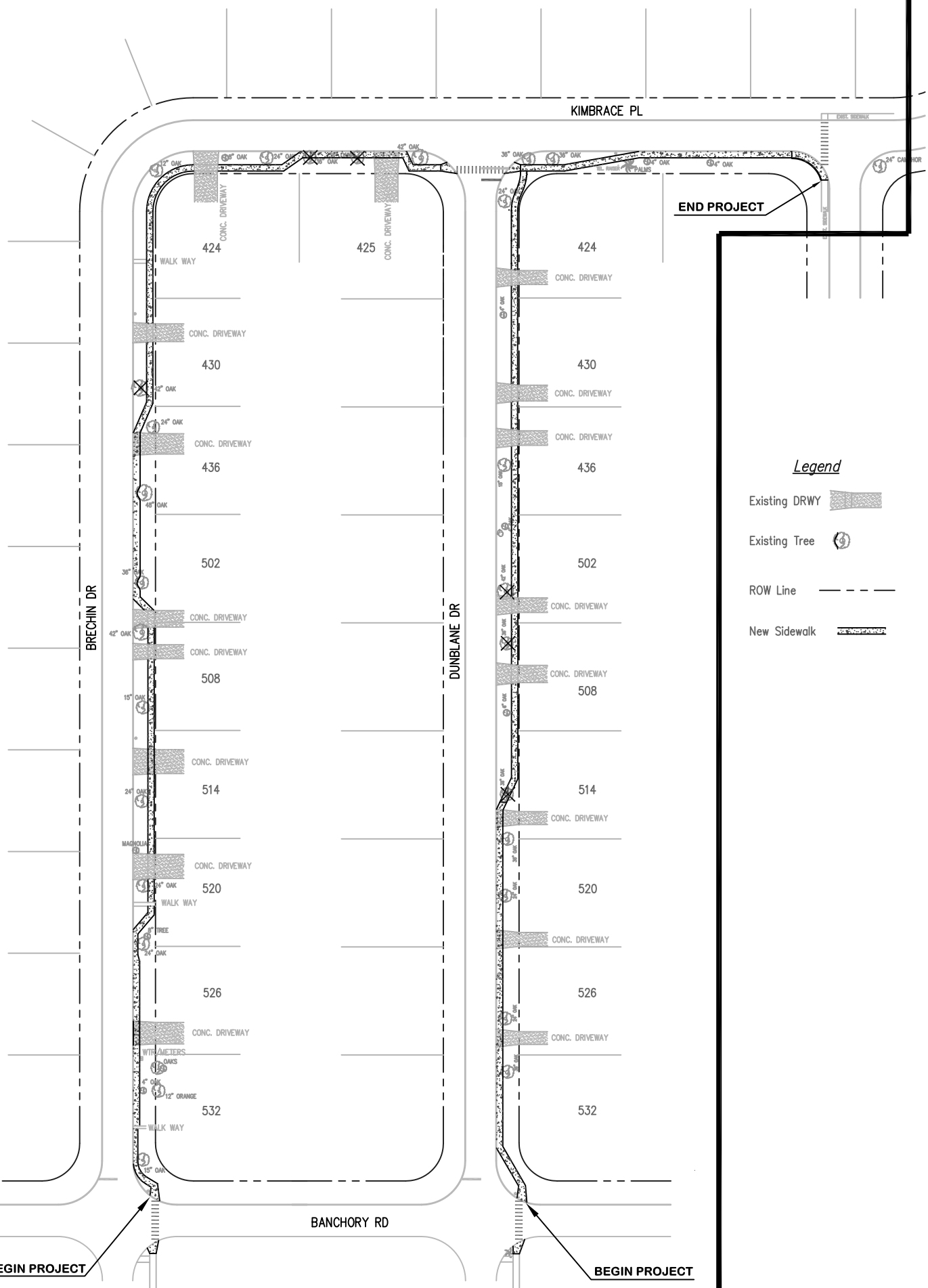
The City fund the sidewalk construction estimated at \$87,107.98, and the engineering inspections at \$7259.00 or delay/cancel construction project.

## fiscal impact

\$87,107.98 sidewalk construction is 100% FDOT grant funded.  
\$7,259.00 engineering inspections are 100% FDOT grant funded.  
 \$94,366.98 total estimated cost - 100% FDOT grant funded.



N.T.S.



Legend

Existing DRWY

Existing Tree

ROW Line

New Sidewalk



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, TO EXECUTE A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF THE BROOKSHIRE ELEMENTARY SCHOOL SIDEWALKS – MULTIPLE LOCATIONS.**

**WHEREAS**, the State of Florida Department of Transportation and the City of Winter Park, Florida, desire to facilitate the Winter Park Brookshire Elementary School Sidewalks-multiple locations, and

**WHEREAS**, the State of Florida Department of Transportation has requested the City of Winter Park, Florida, to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN: 431529-1-58-01;

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Winter Park, Florida that Randy B. Knight, City Manager, is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN: : 431529-1-58-01.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 26th day of January, 2015.

\_\_\_\_\_  
Kenneth W. Bradley, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia S. Bonham, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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FPN: <u>431529-1-58-01</u>	Fund: <u>TALT</u>	FLAIR Approp: <u>088717</u>
Federal No: <u>8886-569 A</u>	Org Code: <u>55054010508</u>	FLAIR Obj: <u>790092</u>
FPN: <u>4315291-1-68-01</u>	Fund: <u>ACTA</u>	FLAIR Approp: <u>088718</u>
Federal No: <u>8886-569 A</u>	Org Code: <u>55054010508</u>	FLAIR Obj: <u>790078</u>
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>75</u>	Contract No: _____	Vendor No: <u>F596-000-454-017</u>
Data Universal Number System (DUNS) No: <u>80-939-7102</u> Local Agency DUNS No: <u>07-759-6393</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and CITY OF WINTER PARK, 401 Park Avenue South, Winter Park, Florida 32789, hereinafter called the Agency.

**WITNESSETH:**

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction Brookshire Elementary School Sidewalks-Multiple Locations and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "Project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

**1.01 Attachments:** Exhibit(s) "A", "B", and "1" are attached and made a part hereof.

**2.01 General Requirements:** The Agency shall complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of the Project.

**Inactivity and Removal of Any Unbilled Funds**

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State

appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects.

### **Removal of All Funds**

If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects.

**2.02 Expiration of Agreement:** The Agency agrees to complete the Project on or before 2 years from the Agreement's execution date. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**2.03 Pursuant to Federal, State, and Local Laws:** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the Project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.04 Agency Funds:** The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

**2.05 Submission of Proceedings, Contracts, and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

### **3.00 Project Cost:**

**3.01 Total Cost:** The total cost of the Project is \$ 95,108.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

**3.02 Department Participation:** The Department agrees to participate in the Project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

**3.03 Limits on Department Funds:** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the Project scope and budget at the time appropriation authority becomes available.

**3.04 Appropriation of Funds:** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

**3.05 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**3.06 Notice-to-Proceed:** No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

**3.07 Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

**4.00 Project Estimate and Disbursement Schedule:** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

#### **5.00 Records:**

**5.01 Establishment and Maintenance of Accounting Records:** Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**5.02 Costs Incurred for Project:** The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**5.03 Documentation of Project Costs:** All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

**5.04 Audit Reports:** Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

**Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

## **Audits**

**Part I - Federally Funded:** Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II - State Funded:** Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

**Part III - Other Audit Requirements:** The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to Project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

**Part IV - Report Submission:**

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
  - a) The Department at each of the following address(es):

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
  - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132
  - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405

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Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

- b) The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

**Part V - Record Retention:** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

**5.05 Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes) unless the records are exempt.

**5.06 Uniform Relocation Assistance and Real Property Statistical Report:** For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**6.00 Requisitions and Payments:** Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

**7.00 Department Obligations:** Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

**7.01 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

**7.02 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

**7.03 Approval by Department:** The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

**7.04 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

**7.05 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**7.06 Federal Participation:** The Department may suspend or terminate payment for that portion of the Project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

**7.07 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all Projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project



commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7.08 Final Invoices:** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

#### **8.00 Termination or Suspension of Project:**

**8.01 Termination or Suspension Generally:** The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

**8.02 Action Subsequent to Notice-of-Termination or Suspension:** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

#### **9.00 Contracts of Agency:**

**9.01 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**9.02 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

**11.00 Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

**11.01 Performance Evaluation:** Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's Responsible Charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

**11.02 Performance Evaluation Ratings:** Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

**11.03 Delegation of Authority:** The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

**12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**12.01 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**12.02 Title VI – Civil Rights Act of 1964:** The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

**12.03 Americans with Disabilities Act of 1990 (ADA):** The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

**12.04 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**12.05 Discrimination:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

**12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility:** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**12.07 Prohibited Interests:** Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**12.08 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**13.00 Miscellaneous Provisions:**

**13.01 Environmental Regulations:** The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

**13.02 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

**13.03 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**13.04 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

**13.05 Bonus or Commission:** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**13.06 State Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

**13.07 Plans and Specifications:** In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

**13.08 Right-of-Way Certification:** Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

**13.09 Agency Certification:** The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

**13.10 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**13.11 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

**13.12 Restrictions on Lobbying:**

**Federal:** The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**State:** No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

**13.13 Maintenance:** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency  will  will not maintain the improvements made for their useful life.

**13.14 Vendors Rights:** Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

**13.15 Reimbursement of Federal Funds:**

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

**13.16 E- VERIFY**

The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY :City of Winter Park

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Frank J. O'Dea, P.E.  
Title: Director of Transportation Development

Attest: \_\_\_\_\_  
Title:

Attest: \_\_\_\_\_  
Title: Administrative Assistant

Legal Review:

\_\_\_\_\_

\_\_\_\_\_

See attached Encumbrance Form for date of funding approval by Comptroller.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROJECT MANAGEMENT OFFICE  
08/06  
Page 15

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 431529-1-58/68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
City of Winter Park, 401 Park Avenue South, Winter Park, Florida 32789.

---

Dated \_\_\_\_\_

**PROJECT LOCATION:**

The project \_\_\_ is X is not on the National Highway System.

The project \_\_\_ is X is not on the State Highway System.

**PROJECT DESCRIPTION:**

This project involves the construction of concrete sidewalk, 5 ft. in width, at the following locations:

1. East side of Brechin Drive from Banchory Road and Kimbrace Place including a pedestrian crossing of Banchory Road – approximate length of 825 ft.
2. East side of Dunblane Drive from Banchory Road and Kimbrace Place including a pedestrian crossing of Banchory Road – approximate length of 825 ft.
3. South side of Kimbrace Place from Brechin Drive to Dunraven Drive including pedestrian crossings of Dunblane Drive and Kimbrace Place – approximate length of 500 ft.

Project elements include clearing and grubbing, removal of existing driveway pavement, 4" and 6" thick concrete sidewalk, current ADA compliant curb ramps, thermoplastic pavement markings and signing. The total project length is 0.407 miles.

**SPECIAL CONSIDERATIONS BY AGENCY:**

Invoices shall be submitted on a monthly basis and progress reports shall be submitted as requested to:

Vince Vacchiano, LAP Project Manager  
Florida Department of Transportation  
719 South Woodland Boulevard, MS 3-506  
DeLand, Florida 32720



**EXHIBIT "A", continued**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a)     N/A     Study to be completed by     N/A    .
- b) Design to be completed by     N/A    .
- c) Right-of-Way requirements identified and provided to the Department by     N/A    .
- d) Right-of-Way to be certified by     N/A    .
- e) Construction contract to be let by     1/21/ 2015    .
- f) Construction to be completed by     7/31/2015    .

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

**The City will perform CEI services utilizing its own forces, the City will only be reimbursed for direct costs (this excludes general and administrative overhead). Timesheets showing project hours will be required when submitting invoices for those reimbursement requests.**

**The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.**

**Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS  CITY OF WINTER PARK 401 Park Avenue South Winter Park, Florida 32789 Orlando, Florida 32839-9205	FPN:  431529-1-58-01 431529-1-68-01
--	--

**PROJECT DESCRIPTION**

Name: Brookshire Elementary School Sidewalks –Multiple Locations Length: ~0.407 miles  
 Termini: see scope

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
<b>Planning</b> FY: 2014-2015 FY: 2015-2016 FY: 2016-2017 Total Planning Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Project Development &amp; Environment (PD&amp;E)</b> FY: 2014-2015 FY: 2015-2016 FY: 2016-2017 Total PD&E Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Design</b> FY: 2014-2015 FY: 2015-2016 FY: 2016-2017 Total Design Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Right-of-Way</b> FY: 2014-2015 FY: 2015-2016 FY: 2016-2017 Total Right-of-Way Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Construction</b> FY: 2014-2015 FY: 2015-2016 FY: 2016-2017 FY: 2017-2018 Total Construction Cost	\$87,108.00 _____ _____ _____ \$87,108.00	_____ _____ _____ _____	\$87,108.00 _____ _____ _____ \$87,108.00
<b>Construction Engineering and Inspection (CEI)</b> FY: 2014-2015 FY: 2015-2016 FY: 2016-2017 Total CEI Cost	\$ 8,000.00 _____ _____ \$ 8,000.00	_____ _____ _____	\$ 8,000.00 _____ _____ \$ 8,000.00
Total Construction and CEI Costs	\$95,108.00	_____	\$95,108.00
<b>TOTAL COST OF THE PROJECT</b>	<b>\$95,108.00</b>	_____	<b>\$95,108.00</b>

## **EXHIBIT "1"**

### **SINGLE AUDIT ACT**

#### **Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:**

**Federal Agency:** Federal Highway Administration

**CFDA #:** 20.205 Highway Planning and Construction

**Amount:** \$95,108.00

#### **Compliance Requirement:**

**Allowable Activities:** To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

**Allowable Costs:** Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

**Eligibility:** By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows:** The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.



# city commission public hearing

item type	Public Hearing	meeting date	January 26, 2015
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager
department	Planning Department		<input checked="" type="checkbox"/> City Attorney
division			<input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no <input type="checkbox"/> N/A 7-0 final vote

**Subject:** **Second Reading** of the Ordinance to Allow Car Rental Agencies as a Conditional Use in the C-1 Zoning District **and the Conditional Use request** by the Avis Budget Group.

This agenda item is the second reading of the Ordinance to allow car rental agencies as a Conditional Use and the specific request from the Avis Budget Group to locate in the K-Mart shopping center at 501 N. Orlando Avenue. The proposed Ordinance limits any future application to no more than 15 cars on site at any time.

**Planning and Zoning Board Recommendation:**

The original application was to allow car rental agencies as a permitted use in C-1 zoning, as they are in C-3 zoning. The Planning Board was in favor of the request but they desired to exercise caution and only proceed with allowing car rental agencies in C-1 zoning on a case by case basis via conditional use. As a result they made a motion to approve and amend the proposed Ordinance in that fashion and then a subsequent motion to approve the specific conditional use request for Avis Budget Group at the K-mart shopping center.

**Motion made by Mr. J. Johnston, seconded by Mr. Gottfried that car rental agencies, limited to no more than 15 cars on-site at any time, in the C-1 district, be allowed as a conditional use. Motion carried unanimously.**

**Motion made by Mr. J. Johnston, seconded by Mr. Gottfried to approve the conditional use request for Avis-Budget Car Rental Group in C-1 zoning at the K-Mart center with the condition that the applicant is limited to no more than 15 cars at this location. Motion carried unanimously.**

**Summary:**

Avis Budget is at the Mt. Vernon but has to move due to the redevelopment. They have found a location within the K-Mart shopping center but while the Mt. Vernon is zoned C-3 which allows car rental agencies, the K-mart center is zoned C-1 which does not. The Ordinance adopted at first reading would allow approvals on a case by case basis via conditional use, limited to no more than 15 cars. The location at K-mart on the Lee Road side works very well because the car rental inventory will be parked in the rear of the shopping center along the Executive Drive side of the shopping center.



## **P&Z Minutes – December 2, 2014:**

### **REQUEST OF THE AVIS BUDGET GROUP INC. FOR: AN ORDINANCE TO AMEND IN THE ZONING CODE, SECTION 58-74 COMMERCIAL (C-1) DISTRICT SO AS TO PROVIDE FOR CAR RENTAL AGENCIES AS A PERMITTED USE WITHIN THAT C-1 COMMERCIAL ZONING DISTRICT.**

Planning Manager Jeffrey Briggs presented the staff report and explained that this is a request of the Avis-Budget car rental group for the City to consider allowing car rental agencies as a permitted use within the Commercial (C-1) zoning district. Presently, car rental agencies are permitted in the Commercial (C-3) zoning district but not a permitted use in C-1. The applicant, Avis-Budget, was located at the Mt. Vernon but had to move upon the sale of that property. They have found a location within the K-Mart shopping center but while the Mt. Vernon is zoned C-3, the K-mart center is zoned C-1. Mr. Briggs noted that the "in-city" car rental agencies that have operated in the City do not tend to have more than 12-15 cars. There are about a dozen cars parked overnight at Avis/Budget and Enterprise. The car washing and servicing of the vehicles is done off-site. The staff does not anticipate problems if this change is made unless the numbers of cars became detrimental. Staff recommended approval with the condition of limiting the use to no more than 15 cars. Mr. Briggs responded to Board member questions and concerns.

Paul Chipok, Gray Robinson Law Firm, 301 East Pine Street, Orlando, represented the applicant. He stated that they are in agreement with the staff report. He said that all C-3 properties in the area were surveyed, and none of them met their criteria. A 1,400 square foot storefront was found in the K-Mart shopping center that meets their needs. All business is transacted inside, and no more than 15 cars would be available on site at any time and that service or repair is done at their airport facility. He said that he feels that the nature of the business is compatible with other C-1 businesses in the shopping center. Mr. Chipok responded to Board member questions and concerns.

Peter Perachi, Avis-Budget car rental group, 1855 Griffin Road, Danube Beach, FL, responded to Board member questions and concerns. He said that the storefront space they have selected faces Lee Road and that the cars will be parked in the rear of the property along the Executive Drive frontage. He said that they typically park their cars where no one else parks, so they do not interfere with day-to-day operations of other businesses. He responded to Board member questions and concerns.

No one else wished to speak concerning the request. Public Hearing closed.

Mr. Slocum expressed that while he agreed with the request, there may be circumstances where the parking might interfere with other tenants usage. He urged caution and suggested the conditional use process to review these requests on a case by case basis. After discussion amongst the Board members, there was consensus to proceed in that manner. Mr. J. Johnston confirmed that the Board would then need two motions, one to approve an amended Ordinance and one to approve the specific request of the applicant.

**Motion made by Mr. J. Johnston, seconded by Mr. Gottfried that car rental agencies, limited to no more than 15 cars on-site at any time, in the C-1 district, be allowed as a conditional use. Motion carried unanimously.**

**Motion made by Mr. J. Johnston, seconded by Mr. Gottfried to approve the conditional use request for Avis-Budget Car Rental Group in C-1 zoning at the K-Mart center with the condition that the applicant is limited to no more than 15 cars at this location. Motion carried unanimously.**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT REGULATIONS", ARTICLE III, "ZONING" SECTION 58-74 COMMERCIAL (C-1) DISTRICT SO AS TO ADD CAR RENTAL AGENCIES TO THE LIST OF CONDITIONAL USES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND EFFECTIVE DATE.**

**WHEREAS**, an applicant has requested that the City provide consistency for the treatment of car rental agencies as permitted uses in both the commercial C-1 and C-3 zoning districts; and

**WHEREAS**, this land development code amendment is consistent with the Comprehensive Plan, and meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

**WHEREAS**, the City Staff recommends this Ordinance, and the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their December 2, 2014 meeting; and

**WHEREAS**, the City Commission of the City of Winter Park held duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the amendment consistent with the City of Winter Park Comprehensive Plan and that sufficient, competent, and substantial evidence supports the land development code changes set forth hereunder; and

**WHEREAS**, the City Commission hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Winter Park, Florida.

**WHEREAS**, words with double underlined type shall constitute additions to the original text and strike through shall constitute deletions to the original text, and asterisks (\* \*) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

**NOW THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:**

**SECTION 1.** That Chapter 58 "Land Development Code", Article III, "Zoning" Section 58-74 "Commercial (C-1) District", subsection (c) "Conditional uses"; is hereby amended and modified by adding a new paragraph (c) (6) to read as follows:

**Sec. 58-74. Commercial (C-1) District.**

\* \* \*

(c) *Conditional uses.*

\* \* \*

(6) Car rental agencies limited to a maximum of 15 cars on-site at any time, although the City may set a lower maximum number.

**SECTION 2. Severability.** If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

**SECTION 3. Conflicts.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 4. Codification.** This ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

**SECTION 5. Effective Date.** This Ordinance shall become immediately effective upon its passage and adoption.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



RECEIVED

OCT 24 2014

CITY OF WINTER PARK  
PLANNING DEPARTMENT

407-244-5683

PAUL.CHIPOK@GRAY-ROBINSON.COM

October 24, 2014

**VIA HAND DELIVERY**

Jeff Briggs  
Planning Manager  
City of Winter Park  
401 South Park Avenue  
Winter Park, FL 32789

Re: Request for Zoning Code Amendment; Add "Car Rental Agencies" as a Permitted Use in the C-1 District

Dear Mr. Briggs:

Per your request, on behalf of my client, Avis Budget Group, Inc., we are making this request to amend the Winter Park Code of Ordinances, Section 58-74(b)(2) to include "car rental agencies" as a permitted use in the C-1, commercial district.

Background

The Avis Budget Group, Inc. (Avis) currently leases space for a car rental agency operation at 110 South Orlando Avenue, Winter Park, Florida. This is the site of the Mount Vernon Best Western Hotel. Avis has been informed that the property is to be redeveloped and that they will need to move from their present location. The property at 110 South Orlando Avenue is zoned C-3, which includes car rental agencies as a permitted use.

In order to continue to serve the populous in the general vicinity of its current location, Avis conducted an exhaustive search of the available C-3 properties which would be suitable and meet the needs for the car rental agency operation. No viable C-3 locations were found.

Avis then expanded its search to include all commercial properties in the general vicinity of its current location. Suitable property meeting the needs for a car rental agency operation was found at 501 North Orange Avenue, Winter Park, Florida. This is the site of the K-Mart Plaza Shopping Center.

However, K-Mart Plaza Shopping Center is currently zoned C-1 and contains over one million square feet of commercial space. Avis will be leasing about 1,400 square feet of space. Car rental agencies are not listed as a permitted use in the C-1 district.



Jeff Briggs  
October 24, 2014  
Page 2

Justification

Over the past thirty to forty years the nature of the car rental agency operations have changed. While there are still some operations that have large offices with large inventory, such operations are unique to high volume locations such as airports. The majority of car rental agency operations are more in the nature and scale of personal and business service operations found in the C-1 district such as banks, barber shops, beauty and nail salons, spas, cosmetic treatments, coin-operated laundries, dry-cleaning establishments, post offices, restaurants or lounges, theaters and travel agencies. The modern car rental agency provides a necessary service and is intended to serve the needs of the community, on a scale appropriate to the community in which it is located and seamlessly blend into the fabric of that community.


Request

Amend Winter Park Code of Ordinances Section 58-74, Commercial (C-1) District, Subsection (b)(2), Permitted Uses, to include use of "car rental agencies." A proposed strike through for deletions and underline for additions draft version of Section 58-74(b)(2) is attached.

Enclosed is a check in the amount of \$1,000 for the application fee. We request that you give this matter your consideration and place the item on the December 2, 2014 Planning and Zoning Commission Agenda for review and final consideration by the City Commission at its January 12, 2015 meeting.

Thank you for your attention to this matter. If you have any questions or comments, please do not hesitate to contact me.

Sincerely,



Paul H. Chipok

PHC/clr  
Enclosure

cc: Peter Piracci, Avis Budget Group, Inc.

Peter Piracci  
954-924-1304  
Peter.piracci@avisbudget.com

12/10/2014

Jeff Briggs  
City of Winter Park  
401 South Park Avenue  
Winter Park, FL 32789

Re: Information in support of Avis Budget Group Inc. Application for Car Rental  
Office Conditional Use in C-1 District

Dear Mr. Briggs:

Per your request, the address of the location we are proposing to relocate to is:

501 N Orlando Avenue  
Suite 239  
Winter Park, FL 32789

The 1400s/f space is facing Lee Road. We have allocated 15 parking spaces to be used as over flow. These spaces are located in the rear of the building adjacent to Executive Drive. I have also attached site plans that depict the office space and dedicated parking stalls.

Sincerely,

  
Peter Piracci

cc: Paul H Chipok, Gray Robinson





# CENTER OF WINTER PARK

501 N. Orlando Avenue, Winter Park (Orlando), FL 32789



STERLING ORGANIZATION

Pylon  
22.42 acres

N →

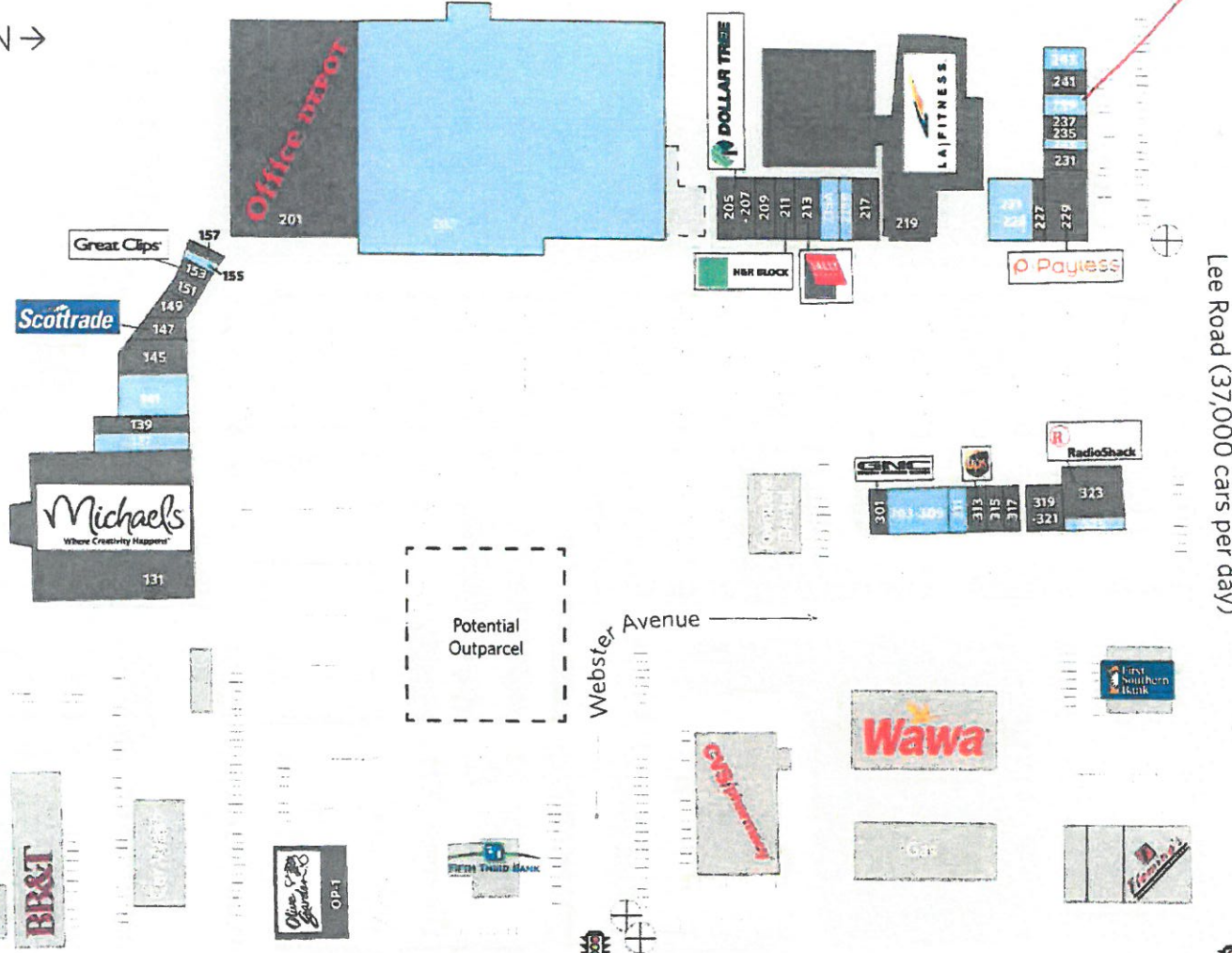
Executive Drive

Gay Road

Lee Road (37,000 cars per day)

Webster Avenue

Orlando Avenue (35,000 cars per day)



Unit	Tenant	Sq.Ft.
131	Michaels	29,000
139	Guber Optical & Eyeglass Boutique	2,200
145	Carluccio's of Winter Park	2,253
147	Scottrade Financial Services	1,500
148	Tamarind Indian Cuisine	1,500
151	Fuller Chiropractic Offices, P A	1,240
153	Great Clips	1,000
157	Scottrade	697
201	Office Depot	33,000
205/207	Dollar Tree	3,500
209	His & Her Hair Design	1,400
211	H&R Block	1,400
213	Sally Beauty Supply	2,100
217	El Potro Mexican Restaurant	2,150
219	LA Fitness	37,360
227	Any Lab Test Now	852
229	Payless ShoeSource	3,225
231	Daily Express Deli & Gri le	1,200
235	Chung On	800
237	Elite Metro PCS	800
241	Florida Insurance Xpress	1,000
201	GNC	800
313	The UPS Store	1,000
315	Gypsy Nails	1,000
317	Prime Dental	1,100
219-321	Thai Place	2,400
323	RadioShack	2,747
OP-1	Olive Garden	8,100
<b>TOTAL SQUARE FEET:</b>		<b>258,885</b>

For leasing information, contact:  
**ROBERT VRELAND**  
rvreland@sterlingorganization.com  
Office: 866.853.9491

The map and its contents are provided for informational purposes only and are intended only as a general guide and do not represent a lease or any other legal document. The location, location of the property, the identity or nature of any occupants and all features, matters and other information included herein are subject to change without notice and should not be relied upon in any way. The map and its contents are provided for informational purposes only and are intended only as a general guide and do not represent a lease or any other legal document.

AVIS BUDGET GROUP, INC